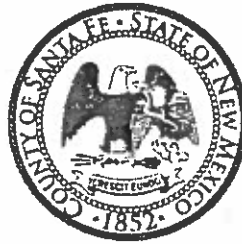


Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

Date: November 12, 2013

To: Board of County Commissioners

From: Bill Taylor, Procurement Manager *BT 11/18/13*

Via: Katherine Miller, County Manager
Adam Leigland, Public Works Director *AL 11/17/13*
Mark A. Hogan, Projects & Facilities Director *MAH 11/18/13*

ITEM AND ISSUE: BCC Meeting November 26, 2013

REQUEST APPROVAL TO AWARD TWO (2) CONTRACTS FOR NO. 2014-0015-PW/PL ON-CALL REMEDIATION SERVICES FOR HAZARDOUS CONDITIONS AT COUNTY FACILITIES, EACH IN THE AMOUNT OF \$250,000 FOR A TOTAL OF \$500,000 EXCLUSIVE OF GRT AND ONE (1) CONTRACT FOR ENVIRONMENTAL ASSESSMENT OF HAZARDOUS CONDITIONS IN THE AMOUNT OF \$50,000 – BILL TAYLOR/PROCUREMENT

ISSUE

The Purchasing Division requests approval of Agreement No. 2014-0015A-PW/PL with Southwest Hazard Control, Inc. and Agreement No. 2014-0015B-PW/PL with Keers Remediation, Inc. for on-call remediation services for hazardous conditions at County facilities, each in the amount of \$250,000 for a total of \$500,000 exclusive of GRT. These two agreements include the assessment and inspection of hazardous conditions as well as the abatement of said conditions. The Purchasing Division also requests approval of Agreement No. 2014-0015C-PW/PL with M & E Engineering, Inc. for on-call environmental assessment of hazardous conditions at County facilities in the amount of \$50,000 exclusive of GRT. This agreement is for the assessment and inspection of hazardous conditions only and does not include the abatement services.

BACKGROUND

The Purchasing Division recognized a need for on-call remediation services to be provided on an as-needed basis as specific hazardous conditions including asbestos, lead paint, and mold are identified as being present in County facilities and that require the inspection and abatement of

those conditions. The awarding of multiple contracts for these services will allow various County departments to move quickly and efficiently to alleviate and correct the unsafe environments.

ISSUE

The Purchasing Division issued Request for Proposals (RFP) No. 2014-0015-PW/PL "On-Call Remediation Services for Hazardous Conditions at County Facilities" on September 22, 2013. This solicitation was advertised in the Santa Fe New Mexican and the Albuquerque Journal and posted on the County's Website. Nine firms attended the mandatory pre-proposal conference and five proposals were received in response to the RFP.

All proposals were reviewed by the Purchasing staff to ensure responsiveness. An evaluation committee consisting of four County members reviewed, scored and ranked the proposals as follows:

1. Southwest Hazard Control, Albuquerque, NM
2. Keers Remediation, Albuquerque, NM
3. M & E Engineering, Santa Fe, NM
4. Environmental Remediation Management, Albuquerque, NM
5. ACME Environmental, Albuquerque, NM

Although all of the proponents are qualified firms the evaluation committee made its determinations based on the best prepared and most responsive proposals. These factors resulted in the top three (3) firms listed above being selected for multiple award contracts after careful deliberation by the evaluation committee.

ACTION REQUESTED

The Purchasing Division requests approval of Agreement No. 2014-0015A-PW/PL with Southwest Hazard Control, Inc. and Agreement No. 2014-0015B-PW/PL with Keers Remediation, Inc. each in the amount of \$250,000 for a total of \$500,000 exclusive of GRT and Agreement No. 2014-0015C-PW/PL with M & E Engineering, Inc. in the amount of \$50,000 exclusive of GRT.

**SERVICE AGREEMENT
WITH SOUTHWEST HAZARD CONTROL, INC.
TO PROVIDE ON-CALL REMEDIATION SERVICES
FOR HAZARDOUS CONDITIONS AT COUNTY FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____ 2013, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **SOUTHWEST HAZARD CONTROL, INC.**, whose principal place of business is located at 9112 Susan SE, Albuquerque, New Mexico 87123, hereinafter referred to as the "Contractor".

WHEREAS, Santa Fe County has identified a need for on-call remediation services for hazardous conditions at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0015-PW/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. PROJECT DESCRIPTION

The Project is to provide on-call remediation services for a number of projects on an as-needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Contractor.

The County shall provide the Contractor with a detailed scope of work for each identified remediation project and the contractor will provide a quote for the project. A purchase order will be issued for each individual project. Projects may include a portion of or all of the scope of work listed below.

2. SCOPE OF WORK

The Contractor shall:

- A. Provide full hazardous conditions inspection and written report of recommendations, including costs for the abatement and correction of hazardous conditions found in County facilities, structures and properties. Report shall include timeframe for completion of services.

B. Provide abatement of hazardous conditions, including but not limited to, asbestos, lead, mold and radon:

- a) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos abatement contractor. All National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations are to be followed as well as all the notifications required by Air Quality Control. The removed material must be properly packaged, labeled and transported to a Hazardous Material Landfill;
- b) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos removal contractor. The removed material must be properly packaged and transported to a licensed asbestos landfill;
- c) Prior to renovation that may affect building components coated with lead contaminated paint, samples of the components should be forwarded to a qualified laboratory for the US EPA prescribed TCLP analysis, to determine if the materials must be treated as hazardous waste;
- d) During renovations that may cause emission of dust from lead paint contaminated surfaces (sanding, scraping, abrasive blasting, etc.), contractor must provide for their workers from lead hazards, including lead awareness training (OSHA 29 CFR 1924.62);
- e) Protocols for the removal of asbestos, lead paint and mold shall follow EPA regulations;
- f) Protocols for the removal of rodent droppings shall follow the recommendations of the Centers for Disease Control (www.cdc.gov) for rodent control and Hanta virus disinfection;
- g) Evaluate radon levels, recommend and implement radon mitigation plan according to EPA regulations;
- h) Restore facility, building, structure and/or property to functionality.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

4. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

6. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

7. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County

vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

11. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

12. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

17. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

21. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

22. INDEMNIFICATION

A. The Contractor shall indemnify and hold harmless the County, its Elected Officials, agents and employees from any losses, liabilities, damages, causes of action, costs or expenses including attorney fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Engineer, or by Engineer's officers, employees, consultants or anyone for whom the Contractor is legally liable, or Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

23. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Southwest Hazard Control, Inc.
9112 Susan SE
Albuquerque, New Mexico 87123

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

26. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Contractors Pollution Liability (Abatement Services). The Contractor shall procure and maintain during the life of this Agreement a comprehensive contractor's pollution liability insurance policy in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor at a jobsite as well as clean-up costs at the site.

D. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. WAGE RATES

The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17 for all on-call remediation projects over sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage.

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the contractor shall, and shall require all tiers of subcontractors, to submit certified weekly payroll records to the contractor and the County's Project Manager.

For on-call remediation projects which are federally funded, federal wage rates shall apply.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, Suecarol Bartolucci, a New Mexico resident located at 2931 Foracker Place NW, Albuquerque, New Mexico, 87107 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

34. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:

Kathy Holian, Chairperson
Board of County Commissioners

Date

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to Form

Stephen C. Ross
Santa Fe County Attorney

11/4/13
Date

Finance Department Approval

Teresa C. Martinez
Santa Fe County Finance Director

11/6/13
Date

CONTRACTOR:

Signature

Date

Print Name

Print Title

FEDERAL IDENTIFICATION NUMBER: _____



Provide in a *separate sealed envelope* firm, fully loaded unit cost for each item that includes: travel; per diem; fringe benefits; incidentals; markup; insurance and any other overhead costs.

Name of Offeror: Southwest Hazard Control, Inc.

| LEAD BASED PAINT ABATEMENT SERVICES | | | | |
|--|--|----------|-----------------|----------------------------------|
| Items include, but are not limited, to the following | | | | |
| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
| 1 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | 29.00 | Twenty-Nine Dollars and No Cents |
| 2 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | 35.00 | Thirty-Five Dollars and No Cents |
| 3 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of lead paint containing materials and related repairs for project up to 500 square feet or 50 linear feet of lead based paint containing materials. | Lump Sum | 600.00 | Six Hundred Dollars and No Cents |
| 4 | Remove and dispose of interior door and frame with LBP | Each | 90.00 | Ninety Dollars and No Cents |
| 5 | Remove and dispose of exterior door and frame with LBP | Each | 90.00 | Ninety Dollars and No Cents |
| 6 | Remove and dispose of window and frame with LBP | Each | 90.00 | Ninety Dollars and No Cents |
| 7 | Remove and dispose of window sash with LBP | Each | 60.00 | Sixty Dollars and No Cents |
| 8 | Remove and dispose of window component with LBP | Each | 60.00 | Sixty Dollars and No Cents |

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|---|---------|-----------------|--------------------------------------|
| 9 | Remove and dispose of exterior trim or fascia with LBP | Sq. Ft. | 3.25 | Three Dollars and Twenty-Five Cents |
| 10 | Remove and dispose of interior wall system with LBP | Sq. Ft. | 2.95 | Two Dollars and Ninety-Five Cents |
| 11 | Remove and dispose of interior wall or ceiling LBP coating system to substrate-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 12 | Remove and dispose of exterior wall of ceiling LBP coating system to substrate-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 13 | Remove and dispose of interior trim LBP coating system to substrate-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 14 | Remove and dispose of exterior trim LBP coating system to substrate-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 15 | Remove and dispose of interior trim LBP coating systems-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 16 | Remove and dispose of exterior trim LBP coating systems-Mechanical stripping | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 17 | Wet clean and HEPA vacuum non-porous surfaces | Sq. Ft. | 2.50 | Two Dollars and Fifty Cents |
| 18 | Surface preparation of LBP to receive new coating | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 19 | Remove and dispose of lead contaminated soil (2" Depth) | Sq. Ft. | 4.00 | Four Dollars and No Cents |

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|---|------------|-----------------|---|
| 20 | Manifest, transport and properly dispose of lead hazardous waste | Per 55 Gal | 950.00 | Nine Hundred Fifty Dollars and No Cents |
| 21 | Encapsulation of interior or exterior LBP wall, ceiling or trim | Sq. Ft. | 2.50 | Two Dollars and Fifty Cents |
| 22 | Miscellaneous services not described in above bid items; to be negotiated | | | |

ASBESTOS ABATEMENT SERVICES

Items include, but not limited, to the following

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|----------|--|----------|-----------------|--------------------------------------|
| A | GENERAL | | | |
| 23 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | 29.00 | Twenty-Nine Dollars and No Cents |
| 24 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | 35.00 | Thirty-Five Dollars and No Cents |
| 25 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of asbestos containing materials and related repairs for projects up to 500 square feet or 50 linear feet of asbestos-containing material. | Lump Sum | 600.00 | Six Hundred Dollars and No Cents |
| B | REMOVE MECHANICAL SYSTEM INSULATION | | | |
| 26 | Remove and dispose of as ACM insulation from boilers, stacks and ducts | Sq. Ft. | 4.25 | Four Dollars and Twenty-Five Cents |
| 27 | Remove and dispose of as ACM insulation from piping-Gross Removal | Lin. Ft. | 3.50 | Three Dollars and Fifty Cents |
| 28 | Remove and dispose of as ACM insulation from pipe-Glove Bag Removal | Lin. Ft. | 38.00 | Thirty-Eight Dollars and No Cents |
| 29 | Remove and dispose of as ACM insulation from piping, including piping-Cut and Wrap Method | Lin. Ft. | 9.00 | Nine Dollars and No Cents |
| 30 | Remove and dispose of as ACM duct mastic, including insulation | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| C | REMOVE SURFACING MATERIALS | | | |
| 31 | Remove and dispose of as ACM acoustical spray from ceilings, walls, beams, structural members/surfaces | Sq. Ft. | 3.90 | Three Dollars and Ninety Cents |
| D | REMOVE MISCELLANEOUS MATERIAL | | | |
| 32 | Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive, from concrete substrate | Sq. Ft. | 3.50 | Three Dollars and Fifty Cents |
| 33 | Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive from wood substrate | Sq. Ft. | 3.75 | Three Dollars and Seventy-Five Cents |
| 34 | Remove and dispose of as ACM floor tile or sheet vinyl, including removal of wooden substrate | Sq. Ft. | 3.25 | Three Dollars and Twenty-Five Cents |

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|--|---------|-----------------|-------------------------------------|
| 35 | Remove and dispose of as ACM ceiling tile and grid system | Sq. Ft. | 3.00 | Three Dollars and No Cents |
| 36 | Remove and dispose of as ACM mechanically fastened asbestos cement products and debris | Sq. Ft. | 3.00 | Three Dollars and No Cents |
| 37 | Pick-up and disposal of as ACM asbestos cement panels | Sq. Ft. | 2.50 | Two Dollars and Fifty Cents |
| 38 | Remove and dispose of as ACM asbestos cement shingles/siding | Sq. Ft. | 3.25 | Three Dollars and Twenty-Five Cents |
| 39 | General surface clean (wet wipe and HEPA vacuum) | Sq. Ft. | 2.50 | Two Dollars and Fifty Cents |
| 40 | Remove and dispose of as ACM window/door frame sealant | Sq. Ft. | 3.00 | Three Dollars and No Cents |
| 41 | Remove and dispose of as ACM wall or ceiling mastic | Sq. Ft. | 3.00 | Three Dollars and No Cents |
| 42 | Miscellaneous services not described in above bid items; amount to be negotiated | | | |

MOLD ABATEMENT SERVICES

Items include, but not limited, to the following

| Item # | Description | Unit | Unit Cost | Unit Cost Written in Words |
|--------|---|----------|-----------|------------------------------------|
| 43 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | 29.00 | Twenty-Nine Dollars and No Cents |
| 44 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | 35.00 | Thirty-Five Dollars and No Cents |
| 45 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of mold containing material and related repairs for projects up to 500 square feet or 50 linear of mold containing material | Lump Sum | 600.00 | Six Hundred Dollars and No Cents |
| 46 | Remove and dispose of mold affected drywall (Non-ACM) | Sq. Ft. | 2.75 | Two Dollars and Seventy-Five Cents |
| 47 | Remove and dispose of mold affected ceiling tile (Non-ACM) | Sq. Ft. | 2.75 | Two Dollars and Seventy-Five Cents |
| 48 | Remove and dispose of mold affected carpeting (Non-ACM) | Sq., Ft. | 1.00 | One Dollar and No Cents |
| 49 | Remove and dispose of mold affected thermal system insulation (Non-ACM) | Sq. Ft. | 2.75 | Two Dollars and Seventy-Five Cents |
| 50 | General surface clean (Non-porous mold affected areas) | Sq. Ft. | 2.50 | Two Dollars and Fifty Cents |
| 51 | General surface clean (Porous mold affected areas) | Sq. Ft. | 2.75 | Two Dollars and Seventy-Five Cents |
| 52 | Miscellaneous services not described in above bid items: amount to be negotiated | | | |

RADON ABATEMENT SERVICES

Items include, but not limited to, the following

| Item # | Description | Unit | Unit Cost | Unit Cost Written in Words |
|--------|--|--------|-----------|--|
| 53 | Evaluation of radon levels and preparation of mitigation plan | Hourly | 115.00 | One Hundred Fifteen Dollars and No Cents |
| 54 | Mobilization of all labor, tools and materials for implementation of mitigation system | Hourly | 50.00 | Fifty Dollars and No Cents |
| 55 | Implementation of radon mitigation system | Hourly | 35.00 | Thirty-Five Dollars and No Cents |
| 56 | Miscellaneous services not included in above bid items; amount to be negotiated | | | |

**SERVICE AGREEMENT
WITH KEERS REMEDIATION, INC.
TO PROVIDE ON-CALL REMEDIATION SERVICES
FOR HAZARDOUS CONDITIONS AT COUNTY FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____ 2013, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **KEERS REMEDIATION, INC.**, whose principal place of business is located at 5904 Florence Avenue NE Albuquerque, New Mexico 87113, hereinafter referred to as the "Contractor".

WHEREAS, Santa Fe County has identified a need for on-call remediation services for hazardous conditions at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0015-PW/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1. PROJECT DESCRIPTION

The Project is to provide on-call remediation services for a number of projects on an as-needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Contractor.

The County shall provide the Contractor with a detailed scope of work for each identified remediation project and the contractor will provide a quote for the project. A purchase order will be issued for each individual project. Projects may include a portion of or all of the scope of work listed below.

2. SCOPE OF WORK

The Contractor shall:

- A. Provide full hazardous conditions inspection and written report of recommendations, including costs for the abatement and correction of hazardous conditions found in County facilities, structures and properties. Report shall include timeframe for completion of services.

B. Provide abatement of hazardous conditions, including but not limited to, asbestos, lead, mold and radon:

- a) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos abatement contractor. All National Emissions Standards for Hazardous Air Pollutants (NESHAP) regulations are to be followed as well as all the notifications required by Air Quality Control. The removed material must be properly packaged, labeled and transported to a Hazardous Material Landfill;
- b) Prior to any renovations or remediation all asbestos materials shall be removed by a licensed asbestos removal contractor. The removed material must be properly packaged and transported to a licensed asbestos landfill;
- c) Prior to renovation that may affect building components coated with lead contaminated paint, samples of the components should be forwarded to a qualified laboratory for the US EPA prescribed TCLP analysis, to determine if the materials must be treated as hazardous waste;
- d) During renovations that may cause emission of dust from lead paint contaminated surfaces (sanding, scraping, abrasive blasting, etc.), contractor must provide for their workers from lead hazards, including lead awareness training (OSHA 29 CFR 1924.62);
- e) Protocols for the removal of asbestos, lead paint and mold shall follow EPA regulations;
- f) Protocols for the removal of rodent droppings shall follow the recommendations of the Centers for Disease Control (www.cdc.gov) for rodent control and Hanta virus disinfection;
- g) Evaluate radon levels, recommend and implement radon mitigation plan according to EPA regulations;
- h) Restore facility, building, structure and/or property to functionality.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the

Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

4. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed two hundred fifty thousand dollars (\$250,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

6. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

7. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County

vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

11. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

12. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

17. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

21. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

22. INDEMNIFICATION

A. The Contractor shall indemnify and hold harmless the County, its Elected Officials, agents and employees from any losses, liabilities, damages, causes of action, costs or expenses including attorney fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Engineer, or by Engineer's officers, employees, consultants or anyone for whom the Contractor is legally liable, or Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

23. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Keers Remediation Inc.
5904 Florence Avenue NE
Albuquerque, New Mexico 87113

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

26. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Contractors Pollution Liability (Abatement Services). The Contractor shall procure and maintain during the life of this Agreement a comprehensive contractor's pollution liability insurance policy in amounts not less than \$1,000,000 combined single limits of liability for bodily injury, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor at a jobsite as well as clean-up costs at the site.

D. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

E. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. WAGE RATES

The contractor shall be required to fully comply with the Public Works Minimum Wage Act, NMSA 1978, 13-4-11 thru 13-4-17 for all on-call remediation projects over sixty thousand dollars (\$60,000) for a public works project that is subject to the Public Works Minimum Wage.

For a public works contract whose value is \$60,000 or more, the NM Public Works Minimum Wage Act, 13-4-11 NMSA 1978, also requires all tiers of subcontractors to submit certified weekly payroll records to the general contractor and the County biweekly. If this provision applies, the contractor shall, and shall require all tiers of subcontractors, to submit certified weekly payroll records to the contractor and the County's Project Manager.

For on-call remediation projects which are federally funded, federal wage rates shall apply.

31. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

32. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

33. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, Bill Chappel Jr., a New Mexico resident located at 6001 Indian School Road NE, Suite 150 Albuquerque, New Mexico, 87110 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

34. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Kathy Holian, Chairperson
Board of County Commissioners

Date

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to Form


Stephen C. Ross
Santa Fe County Attorney

11/4/13

Date

Finance Department Approval


Teresa C. Martinez
Santa Fe County Finance Director

11/6/13

Date

CONTRACTOR:


Signature

11/8/13

Date

AMARANTE JARAMILLA JR
Print Name

President
Print Title

FEDERAL IDENTIFICATION NUMBER: 33-1050382



Provide in a *separate sealed envelope* firm, fully loaded unit cost for each item that includes: travel; per diem; fringe benefits; incidentals; markup; insurance and any other overhead costs.

Name of Offeror: Keers Remediation, Inc.

| LEAD BASED PAINT ABATEMENT SERVICES | | | | |
|--|--|----------|-----------------|-------------------------------|
| Items include, but are not limited, to the following | | | | |
| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
| 1 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | \$ 35.00 | Thirty-five dollars |
| 2 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | \$ 40.00 | Forty dollars |
| 3 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of lead paint containing materials and related repairs for project up to 500 square feet or 50 linear feet of lead based paint containing materials. | Lump Sum | \$500.00 | Five Hundred dollars |
| 4 | Remove and dispose of interior door and frame with LBP | Each | \$100.00 | One Hundred dollars |
| 5 | Remove and dispose of exterior door and frame with LBP | Each | \$200.00 | Two Hundred dollars |
| 6 | Remove and dispose of window and frame with LBP | Each | \$ 50.00 | Fifty dollars |
| 7 | Remove and dispose of window sash with LBP | Each | \$ 35.00 | Thirty-five dollars |
| 8 | Remove and dispose of window component with LBP | Each | \$ 35.00 | Thirty-five dollars |

Keers Remediation, Inc. Cont

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|---|---------|-----------------|-------------------------------|
| 9 | Remove and dispose of exterior trim or fascia with LBP | Sq. Ft. | \$ 8.00 | Eight dollars |
| 10 | Remove and dispose of interior wall system with LBP | Sq. Ft. | \$ 7.00 | Seven dollars |
| 11 | Remove and dispose of interior wall or ceiling LBP coating system to substrate-Mechanical stripping | Sq. Ft. | \$ 10.00 | Ten dollars |
| 12 | Remove and dispose of exterior wall of ceiling LBP coating system to substrate-Mechanical stripping | Sq. Ft. | \$ 10.00 | Ten dollars |
| 13 | Remove and dispose of interior trim LBP coating system to substrate-Mechanical stripping | Sq. Ft. | \$ 10.00 | Ten dollars |
| 14 | Remove and dispose of exterior trim LBP coating system to substrate-Mechanical stripping | Sq. Ft. | \$ 10.00 | Ten dollars |
| 15 | Remove and dispose of interior trim LBP coating systems-Mechanical stripping | Sq. Ft. | \$ 8.00 | Eight dollars |
| 16 | Remove and dispose of exterior trim LBP coating systems-Mechanical stripping | Sq. Ft. | \$ 8.00 | Eight dollars |
| 17 | Wet clean and HEPA vacuum non-porous surfaces | Sq. Ft. | \$ 3.00 | Three dollars |
| 18 | Surface preparation of LBP to receive new coating | Sq. Ft. | \$ 4.00 | Four dollars |
| 19 | Remove and dispose of lead contaminated soil (2' Depth) | Sq. Ft. | \$ 15.00 | Fifteen dollars |

Keers Remediation, Inc.

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|---|------------|-----------------|-------------------------------|
| 20 | Manifest, transport and properly dispose of lead hazardous waste | Per 55 Gal | \$ 1,500.00 | Fifteen Hundred dollars |
| 21 | Encapsulation of interior or exterior LBP wall, ceiling or trim | Sq. Ft. | \$ 5.00 | Five dollars |
| 22 | Miscellaneous services not described in above bid items; to be negotiated | | | |

Keers Remediation, Inc.

| ASBESTOS ABATEMENT SERVICES | | | | |
|--|--|----------|-----------------|-------------------------------|
| Items include, but not limited, to the following | | | | |
| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
| A | GENERAL | | | |
| 23 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | \$ 35.00 | Thirty-five dollars |
| 24 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | \$ 40.00 | Fourty dollars |
| 25 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of asbestos containing materials and related repairs for projects up to 500 square feet or 50 linear feet of asbestos-containing material. | Lump Sum | \$ 500.00 | Five Hundred dollars |
| B | REMOVE MECHANICAL SYSTEM INSULATION | | | |
| 26 | Remove and dispose of as ACM insulation from boilers, stacks and ducts | Sq. Ft. | \$ 8.00 | Eight dollars |
| 27 | Remove and dispose of as ACM insulation from piping-Gross Removal | Lin. Ft. | \$ 8.00 | Eight dollars |
| 28 | Remove and dispose of as ACM insulation from pipe-Glove Bag Removal | Lin. Ft. | \$ 40.00 | Forty dollars |
| 29 | Remove and dispose of as ACM insulation from piping, including piping-Cut and Wrap Method | Lin. Ft. | \$ 25.00 | Twenty-five dollars |
| 30 | Remove and dispose of as ACM duct mastic, including insulation | Sq. Ft. | \$ 35.00 | Thirty-five dollars |
| C | REMOVE SURFACING MATERIALS | | | |
| 31 | Remove and dispose of as ACM acoustical spray from ceilings, walls, beams, structural members/surfaces | Sq. Ft. | \$ 15.00 | Fifteen dollars |
| D | REMOVE MISCELLANEOUS MATERIAL | | | |
| 32 | Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive, from concrete substrate | Sq. Ft. | \$ 5.00 | Five dollars |
| 33 | Remove and dispose of as ACM floor tile or sheet vinyl, including adhesive from wood substrate | Sq. Ft. | \$ 6.00 | Six dollars |
| 34 | Remove and dispose of as ACM floor tile or sheet vinyl, including removal of wooden substrate | Sq. Ft. | \$ 8.00 | Eight dollars |

Keers Remediation, Inc.

| Item # | Description | Unit | Unit Cost \$ | Unit Cost Written in Words |
|--------|--|---------|-----------------|-------------------------------|
| 35 | Remove and dispose of as ACM ceiling tile and grid system | Sq. Ft. | \$ 5.00 | Five dollars |
| 36 | Remove and dispose of as ACM mechanically fastened asbestos cement products and debris | Sq. Ft. | \$ 4.00 | Four dollars |
| 37 | Pick-up and disposal of as ACM asbestos cement panels | Sq. Ft. | \$ 4.00 | Four dollars |
| 38 | Remove and dispose of as ACM asbestos cement shingles/siding | Sq. Ft. | \$ 4.00 | Four dollars |
| 39 | General surface clean (wet wipe and HEPA vacuum) | Sq. Ft. | \$ 3.00 | Three dollar |
| 40 | Remove and dispose of as ACM window/door frame sealant | Sq. Ft. | \$ 5.00 | Five dollars |
| 41 | Remove and dispose of as ACM wall or ceiling mastic | Sq. Ft. | \$ 6.00 | Six dollars |
| 42 | Miscellaneous services not described in above bid items; amount to be negotiated | | | |

Keers Remediation, Inc.

MOLD ABATEMENT SERVICES

Items include, but not limited, to the following

| Item # | Description | Unit | Unit Cost | Unit Cost Written in Words |
|--------|---|----------|-----------|-------------------------------|
| 43 | Hourly rate for miscellaneous worker labor (i.e. furniture moving) | Hourly | \$ 35.00 | Thirty-five dollars |
| 44 | Hourly rate for miscellaneous supervisor labor (i.e. furniture moving) | Hourly | \$ 40.00 | Forty dollars |
| 45 | Provide required submittals and mobilization of all labor, tools and materials required for removal, repair, and/or encapsulation of mold containing material and related repairs for projects up to 500 square feet or 50 linear of mold containing material | Lump Sum | \$ 500.00 | Five hundred dollars |
| 46 | Remove and dispose of mold affected drywall (Non-ACM) | Sq. Ft. | \$ 4.00 | Four dollars |
| 47 | Remove and dispose of mold affected ceiling tile (Non-ACM) | Sq. Ft. | \$ 4.00 | Four dollars |
| 48 | Remove and dispose of mold affected carpeting (Non-ACM) | Sq. Ft. | \$ 4.00 | Four dollars |
| 49 | Remove and dispose of mold affected thermal system insulation (Non-ACM) | Sq. Ft. | \$ 3.00 | Three dollars |
| 50 | General surface clean (Non-porous mold affected areas) | Sq. Ft. | \$ 3.00 | Three dollars |
| 51 | General surface clean (Porous mold affected areas) | Sq. Ft. | \$ 3.00 | Three dollars |
| 52 | Miscellaneous services not described in above bid items; amount to be negotiated | | | |

Keers Remediation, Inc.

RADON ABATEMENT SERVICES

Items include, but not limited to, the following

| Item # | Description | Unit | Unit Cost | Unit Cost Written in Words |
|--------|--|--------|-----------|-------------------------------|
| 53 | Evaluation of radon levels and preparation of mitigation plan | Hourly | \$ 95.00 | Ninety-five dollars |
| 54 | Mobilization of all labor, tools and materials for implementation of mitigation system | Hourly | \$ 55.00 | Fifty-five dollars |
| 55 | Implementation of radon mitigation system | Hourly | \$ 55.00 | Fifty-five dollars |
| 56 | Miscellaneous services not included in above bid items; amount to be negotiated | | | |

**SERVICE AGREEMENT
WITH MECHANICAL & ELECTRICAL ENGINEERING, INC.
TO PROVIDE ON-CALL ENVIRONMENTAL ASSESSMENT
OF HAZARDOUS CONDITIONS AT COUNTY FACILITIES**

THIS AGREEMENT is made and entered into this _____ day of _____ 2013, by and between **SANTA FE COUNTY**, hereinafter referred to as the "County" and **MECHANICAL & ELECTRICAL ENGINEERING, INC.**, whose principal place of business is located at 1222 Luisa Street, Suite B, Santa Fe, N.M. 87505, hereinafter referred to as the "Contractor".

WHEREAS, Santa Fe County has identified a need for on-call environmental assessment of hazardous conditions at various County facilities to be provided on an as-needed basis as funding becomes available and as specific needs are identified;

WHEREAS, pursuant to NMSA 1978, Sections 13-1-112 and 13-1-117, competitive, sealed proposals were solicited via a formal request for proposals, RFP No. 2014-0015-PW/PL, for the provision of these services;

WHEREAS, based upon the evaluation criteria established within the request for proposals for the purposes of selecting the most qualified offeror, the County has determined the Contractor as the most responsive and highly rated offeror;

WHEREAS, the County requires the services of the Contractor and the Contractor is willing to provide these services and both parties wish to enter into this Agreement.

NOW, THEREFORE, it is agreed between the parties:

1) PROJECT DESCRIPTION

The Project is to provide on-call environmental assessment services for a number of projects on an as-needed basis determined by the County. The County, at its sole discretion, shall determine what projects are assigned to the Contractor.

The County shall provide the Contractor with a detailed scope of work for each identified assessment project and the contractor will provide a quote for the project. A purchase order will be issued for each individual project.

2. SCOPE OF WORK

The Contractor shall provide full hazardous conditions inspection and written report of recommendations, including costs for the abatement and correction of hazardous conditions found in County facilities, structures and properties to include, but not limited to, the following:

A. Preliminary Investigation and Report

- 1) Conduct a visual survey to identify suspect materials;
- 2) Review any existing construction documents of the building;
- 3) If necessary, identify cost to complete sampling for identification;
- 4) Pull samples of suspect materials;
- 5) Complete chain of custody paperwork and shipment to lab for analysis;
- 6) Prepare a report which clearly identifies the suspect materials, the samples obtained and the results of the lab analysis.

B. If suspect materials are found to be containing, one of two paths shall be recommended:

- 1) Abatement Project: Abatement is necessary if the material is going to be disturbed or otherwise damaged.
 - a) Prepare a cost estimate for abatement of confirmed containing materials;
 - b) Prepare abatement drawings and specification;
 - c) If there is a renovation planned or in progress, coordinate the extent of work with the Design Team;
 - d) Complete project management/construction administration, including:
 - i. Distribution of abatement documents
 - ii. Conduct pre-bid meeting
 - iii. Attend pre-bid meeting
 - iv. Prepare recommendation for award
 - v. Prepare/Assist with County/Contractor Agreement
 - vi. Review contractor submittals and abatement notices
 - vii. Conduct on-site inspections of work progress
 - viii. Arrange air monitoring and clearances
 - ix. Provide documentation to County of completed project
 - e) Update County environmental records
- 2) Monitor and Re-inspect: Unless a material is abated, it must be monitored and depending on the material, periodically re-inspected according to all EPA regulations.

3. ADDITIONAL SERVICES

A. The parties agree that all tasks set forth in Section 1 (Scope of Work), of this Agreement shall be completed in full, to the satisfaction of the County, in accordance with professional standards and for the amount set forth in Section 4 (Compensation, Invoicing and Set-off), of this Agreement, and for no other cost, amount, fee or expense.

B. The County may from time to time request changes in the scope of work to be performed hereunder. Such changes, including any increase or decrease in the amount of the Contractor's compensation, which are mutually agreed upon by and between the County and the Contractor, shall be incorporated in written amendments to this Agreement.

4. COMPENSATION AND INVOICING

A. In consideration of its obligations under this Agreement the Contractor shall be compensated as follows:

- 1) County shall pay to the Contractor in full payment for services satisfactorily performed and all costs and expenses shall be in accordance with Exhibit A.
- 2) The total amount payable to the Contractor under this Agreement shall not exceed fifty thousand dollars (\$50,000.00) exclusive of gross receipts tax. Any New Mexico gross receipts tax levied on the amounts payable under this Agreement shall be paid by the County to the Contractor.
- 3) This amount is a maximum and not a guarantee that the work assigned to be performed by Contractor under this Agreement shall equal the amount stated herein. The parties do not intend for the Contractor to continue to provide services without compensation when the total compensation amount is reached. The County will notify the Contractor when the services provided under this Agreement reach the total compensation amount. In no event will the Contractor be paid for services provided in excess of the total compensation amount without this Agreement being amended in writing.

B. The Contractor shall submit a written request for payment to the County when payment is due under this Agreement. Upon the County's receipt of the written request, the County shall issue a written certification of complete or partial acceptance or rejection of the contractual items or services for which payment is sought. The Contractor acknowledges and agrees that the County may not make any payment hereunder unless and until it has issued a written certification accepting the contractual items or services. Within thirty (30) days of the issuance of a written certification accepting the contractual items or services, the County shall tender payment for the accepted items or services. In the event the County fails to tender payment within thirty (30) days of the written certification accepting the items or services, the

County shall pay late payment charges of one and one-half percent (1.5%) per month, until the amount due is paid in full.

C. In the event the Contractor breaches this Agreement, the County may, without penalty, withhold any payments due the Contractor for the purpose of set-off until such time as the County determines the exact amount of damages it suffered as a result of the breach.

D. Payment under this Agreement shall not foreclose the right of the County to recover excessive or illegal payment.

5. EFFECTIVE DATE AND TERM

This Agreement shall become effective on the date first written above and shall terminate one (1) year later, unless earlier terminated pursuant to Section 6 (Termination) or Section 7 (Appropriations and Authorizations). The County has the option to renew on the same terms and conditions for three (3) additional one (1) year terms not to exceed four (4) years in duration.

6. TERMINATION

A. Termination of Agreement for Cause. Either party may terminate the Agreement based upon any material breach of this Agreement by the other party. The non-breaching party shall give the breaching party written notice of termination specifying the grounds for the termination. The termination shall be effective thirty (30) days from the breaching party's receipt of the notice of termination, during which time the breaching party shall have the right to cure the breach. If, however, the breach cannot with due diligence be cured within thirty (30) days, the breaching party shall have a reasonable time to cure the breach, provided that, within thirty (30) days of its receipt of the written notice of termination, the breaching party began to cure the breach and advised the non-breaching party in writing that it intended to cure.

B. Termination for Convenience of the County. The County may, in its discretion, terminate this Agreement at any time for any reason by giving the Contractor written notice of termination. The notice shall specify the effective date of termination, which shall not be less than fifteen (15) days from the Contractor's receipt of the notice. The County shall pay the Contractor for acceptable work, determined in accordance with the specifications and standards set forth in this Agreement, performed before the effective date of termination but shall not be liable for any work performed after the effective date of termination.

7. APPROPRIATIONS AND AUTHORIZATIONS

This Agreement is contingent upon sufficient appropriations and authorizations being made for performance of this Agreement by the Board of County Commissioners of the County and/or, if state funds are involved, the Legislature of the State of New Mexico. If sufficient appropriations and authorizations are not made in this or future fiscal years, this Agreement shall terminate upon written notice by the County to the Contractor. Such termination shall be without penalty to the County, and the County shall have no duty to reimburse the Contractor for expenditures made in the performance of this Agreement. The County is expressly not committed to

expenditure of any funds until such time as they are programmed, budgeted, encumbered and approved for expenditure by the County. The County's decision as to whether sufficient appropriations and authorizations have been made for the fulfillment of this Agreement shall be final and not subject to challenge by the Contractor in any way or forum, including a lawsuit.

8. INDEPENDENT CONTRACTOR

The Contractor and its agents and employees are independent contractors and are not employees or agents of the County. Accordingly, the Contractor and its agents and employees shall not accrue leave, participate in retirement plans, insurance plans, or liability bonding, use County vehicles, or participate in any other benefits afforded to employees of the County. Except as may be expressly authorized elsewhere in this Agreement, the Contractor has no authority to bind, represent, or otherwise act on behalf of the County and agrees not to purport to do so.

9. ASSIGNMENT

The Contractor shall not assign or transfer any interest in this Agreement or assign any claims for money due or to become due under this Agreement without the advance written approval of the County. Any attempted assignment or transfer without the County's advance written approval shall be null and void and without any legal effect.

10. SUBCONTRACTING

The Contractor shall not subcontract or delegate any portion of the services to be performed under this Agreement without the advance written approval of the County. Any attempted subcontracting or delegating without the County's advance written approval shall be null and void and without any legal effect.

11. PERSONNEL

A. All work performed under this Agreement shall be performed by the Contractor or under its supervision.

B. The Contractor represents that it has, or will secure at its own expense, all personnel required to discharge its obligations under this Agreement. Such personnel (i) shall not be employees of or have any contractual relationships with the County and (ii) shall be fully qualified and licensed or otherwise authorized or permitted under federal, state, and local law to perform such work.

12. RELEASE

Upon its receipt of all payments due under this Agreement, the Contractor releases the County, its elected officials, officers, agents and employees from all liabilities, claims, and obligations whatsoever arising from or under or relating to this Agreement.

13. CONFIDENTIALITY

Any confidential information provided to or developed by the Contractor in the performance of this Agreement shall be kept confidential and shall not be made available to any individual or organization by the Contractor without the prior written approval of the County.

14. PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT

A. The County has the unrestricted right to publish, disclose, distribute and otherwise use, in whole or in part, any reports, data, or other material prepared under or pursuant to this Agreement.

B. The Contractor acknowledges and agrees that any material produced in whole or in part under or pursuant to this Agreement is a work made for hire. Accordingly, to the extent that any such material is copyrightable in the United States or in any other country, the County shall own any such copyright.

15. CONFLICT OF INTEREST

The Contractor represents that it has no and shall not acquire any interest, direct or indirect, that would conflict in any manner or degree with the performance of its obligations under this Agreement.

16. NO ORAL MODIFICATIONS; WRITTEN AMENDMENTS REQUIRED

This Agreement may not be modified, altered, changed, or amended orally but, rather, only by an instrument in writing executed by the parties hereto. The Contractor specifically acknowledges and agrees that the County shall not be responsible for any changes to Section 1 (Scope of Work), of this Agreement unless such changes are set forth in a duly executed written amendment to this Agreement.

17. ENTIRE AGREEMENT; INTEGRATION

This Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof, and all such agreements, covenants and understandings have been merged into this written Agreement. No prior or contemporaneous agreement, covenant or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Agreement.

18. NOTICE OF PENALTIES

The Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199, imposes civil and criminal penalties for its violation. In addition, New Mexico criminal statutes impose felony penalties for bribes, gratuities, and kickbacks.

19. EQUAL EMPLOYMENT OPPORTUNITY COMPLIANCE

A. The Contractor agrees to abide by all federal, state, and local laws, ordinances, and rules and regulations pertaining to equal employment opportunity and unlawful discrimination. Without in any way limiting the foregoing general obligation, the Contractor specifically agrees not to discriminate against any person with regard to employment with the Contractor or participation in any program or activity offered pursuant to this Agreement on the grounds of race, age, religion, color, national origin, ancestry, sex, physical or mental handicap, serious medical condition, spousal affiliation, sexual orientation, or gender identity.

B. The Contractor acknowledges and agrees that failure to comply with this Section shall constitute a material breach of this Agreement.

20. COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW

A. In performing its obligations hereunder, the Contractor shall comply with all applicable laws, ordinances, and regulations.

B. This Agreement shall be construed in accordance with the substantive laws of the State of New Mexico, without regard to its choice of law rules. Contractor and the County agree that the exclusive forum for any litigation between them arising out of or related to this Agreement shall be federal and state district courts of New Mexico, located in Santa Fe County.

21. RECORDS AND INSPECTIONS

A. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to the County as part of the procurement process, the Contractor agrees to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under this Agreement; (ii) allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with generally accepted accounting principles (GAAP).

B. To the extent its books and records relate to (i) its performance of this Agreement or any subcontract entered into pursuant to it or (ii) cost or pricing data (if any) set forth in this Agreement or that was required to be submitted to County as part of the procurement process, the Contractor also agrees to require any subcontractor it may hire to perform its obligations under this Agreement to (i) maintain such books and records during the term of this Agreement and for a period of six (6) years from the date of final payment under the subcontract; (ii) to allow the County or its designee to audit such books and records at reasonable times and upon reasonable notice; and (iii) to keep such books and records in accordance with GAAP.

22. INDEMNIFICATION

A. The Contractor shall indemnify and hold harmless the County, its Elected Officials, agents and employees from any losses, liabilities, damages, causes of action, costs or expenses

including attorney fees, attributable to bodily injury, sickness, disease, or death, or to injury to persons or property including loss of use, caused directly or indirectly by the negligent act or failure to act by Engineer, or by Engineer's officers, employees, consultants or anyone for whom the Contractor is legally liable, or Contractor's breach of any representation or warranty made herein.

B. The Contractor agrees that the County shall have the right to control and participate in the defense of any such demand, suit, or cause of action concerning matters that relate to the County and that such suit will not be settled without the County's consent, such consent not to be unreasonably withheld. If a conflict exists between the interests of the County and the Contractor in such demand, suit, or cause of action, the County may retain its own counsel to represent the County's interest.

C. The Contractor's obligations under this section shall not be limited by the provisions of any insurance policy the Contractor is required to maintain under this Agreement.

23. SEVERABILITY

If any term or condition of this Agreement shall be held invalid or non-enforceable by any court of competent jurisdiction, the remainder of this Agreement shall not be affected and shall be valid and enforceable to the fullest extent of the law.

24. NOTICES

Any notice required to be given to either party by this Agreement shall be in writing and shall be delivered in person, by courier service or by U.S. mail, either first class or certified, return receipt requested, postage prepaid, as follows:

To the County: Santa Fe County
Office of the County Attorney
102 Grant Avenue
Santa Fe, New Mexico 87501

To the Contractor: Mechanical & Electrical Engineering, Inc.
1222 Luisa Street, Suite B
Santa Fe, New Mexico 87505

25. CONTRACTOR'S REPRESENTATIONS AND WARRANTIES

The Contractor hereby represents and warrants that:

A. This Agreement has been duly authorized by the Contractor, the person executing this Agreement has authority to do so, and, once executed by the Contractor, this Agreement shall constitute a binding obligation of the Contractor.

B. This Agreement and Contractor's obligations hereunder do not conflict with Contractor's corporate agreement or any statement filed with the Public Regulation Commission on Contractor's behalf.

C. Contractor is legally registered and is properly licensed by the New Mexico State to do the work anticipated by this Agreement and shall maintain such registration and licensure in good standing throughout the duration of the Agreement.

26. FACSIMILE SIGNATURES

The parties hereto agree that a facsimile signature has the same force and effect as an original for all purposes.

27. NO THIRD-PARTY BENEFICIARIES

This Agreement was not intended to and does not create any rights in any persons not a party hereto.

28. INSURANCE

A. General Conditions. The Contractor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.

B. General Liability Insurance, Including Automobile. The Contractor shall procure and maintain during the life of this Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,000,000.00 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Contractor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Agreement is an insured contract. The County of Santa Fe shall be a named additional insured on the policy.

C. Workers' Compensation Insurance. The Contractor shall comply with the provisions of the Workers' Compensation Act.

D. Increased Limits. If, during the life of this Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Contractor shall increase the maximum limits of any insurance required herein.

29. PERMITS, FEES, AND LICENSES

Contractor shall procure all permits and licenses, pay all charges, fees, and royalties, and give all notices necessary and incidental to the due and lawful performance of its obligations hereunder.

30. NEW MEXICO TORT CLAIMS ACT

No provision of this Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by County or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

31. CAMPAIGN CONTRIBUTION DISCLOSURE FORM

The Contractor agrees to compute and submit simultaneous with execution of this Agreement a Campaign Contribution Disclosure Form approved by the County.

32. APPOINTMENT OF AGENT FOR SERVICE OF PROCESS, if applicable

The Contractor hereby irrevocably appoints, John Baumgartel., a New Mexico resident located at 1222 Luisa Street, Suite B, Santa Fe, N.M. 87505 as its agent upon whom process and writs in any action or proceeding arising out of or related to this Agreement may be served. The Contractor acknowledges and agrees that service upon its designated agent shall have the same effect as though the Contractor were actually and personally served within the state of New Mexico.

33. SURVIVAL

The provisions of following paragraphs shall survive termination of this Contract; INDEMNIFICATION; RECORDS AND INSPECTION; RELEASE, CONFIDENTIALITY, PUBLICATION, REPRODUCTION, AND USE OF MATERIAL; COPYRIGHT; COMPLIANCE WITH APPLICABLE LAW; CHOICE OF LAW; NO THIRD-PARTY BENEFICIARIES; SURVIVAL.

IN WITNESS WHEREOF, the parties have duly executed this Amendment to the Agreement as of the date first written above.

SANTA FE COUNTY:


Kathy Holian, Chairperson
Board of County Commissioners

Date

Geraldine Salazar
Santa Fe County Clerk

Date

Approved as to Form



Stephen C. Ross
Santa Fe County Attorney

11/14/13

Date

Finance Department Approval



Teresa C. Martinez
Santa Fe County Finance Director

11/16/2013

Date

CONTRACTOR:

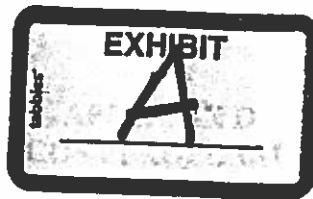
Signature

Date

Print Name

Print Title

FEDERAL IDENTIFICATION NUMBER: _____



Name of Offeror: Mechanical and Electrical Engineering, Inc. (M & E Engineering, Inc.)

The Cost Proposal information requests included in the RFP pertain to charges and labor rates for tasks associated with abatement (lead, asbestos, mold, radon). M & E Engineering is offering professional services only, including but not limited to

- conduct visual inspections,
- take samples & provide lab analysis to confirm content of suspect materials,
- abatement design for pricing (or bidding) by abatement contractors
- construction administration and air clearances required during an abatement project
- tasks associated with radon assessments and design of solution

We will provide a lump sum fixed fee for tasks or services, and have provided hourly rates for engineers (radon mitigation), environmental staff, and technical & administrative staff. We utilize Assagai Analytical Laboratories for sample analysis and air monitoring, current rates are provided.

STAFF HOURLY BILLING RATES

PRINCIPAL/SENIOR ENGINEERS:

| | |
|---------------------|----------|
| John Baumgartel, PE | \$150.00 |
|---------------------|----------|

PRINCIPAL/PROJECT MANAGERS:

| | | |
|--------------|----------|-----------------------|
| Michel Fidel | \$110.00 | Environmental Manager |
| Ann Quarles | \$ 95.00 | |
| Kyle Garber | \$ 95.00 | Graduate Engineer |

TECHNICAL STAFF:

| | | |
|------------------|----------|--------------------------|
| Karl Tipton, PE | \$105.00 | |
| Byron Smith, PE | \$105.00 | |
| Kevin Patterson | \$ 70.00 | |
| Ray Lucero | \$ 60.00 | Environmental Specialist |
| Miguel Peralta | \$ 55.00 | |
| Rachel Dominguez | \$ 55.00 | |
| Larry Trujillo | \$ 55.00 | |

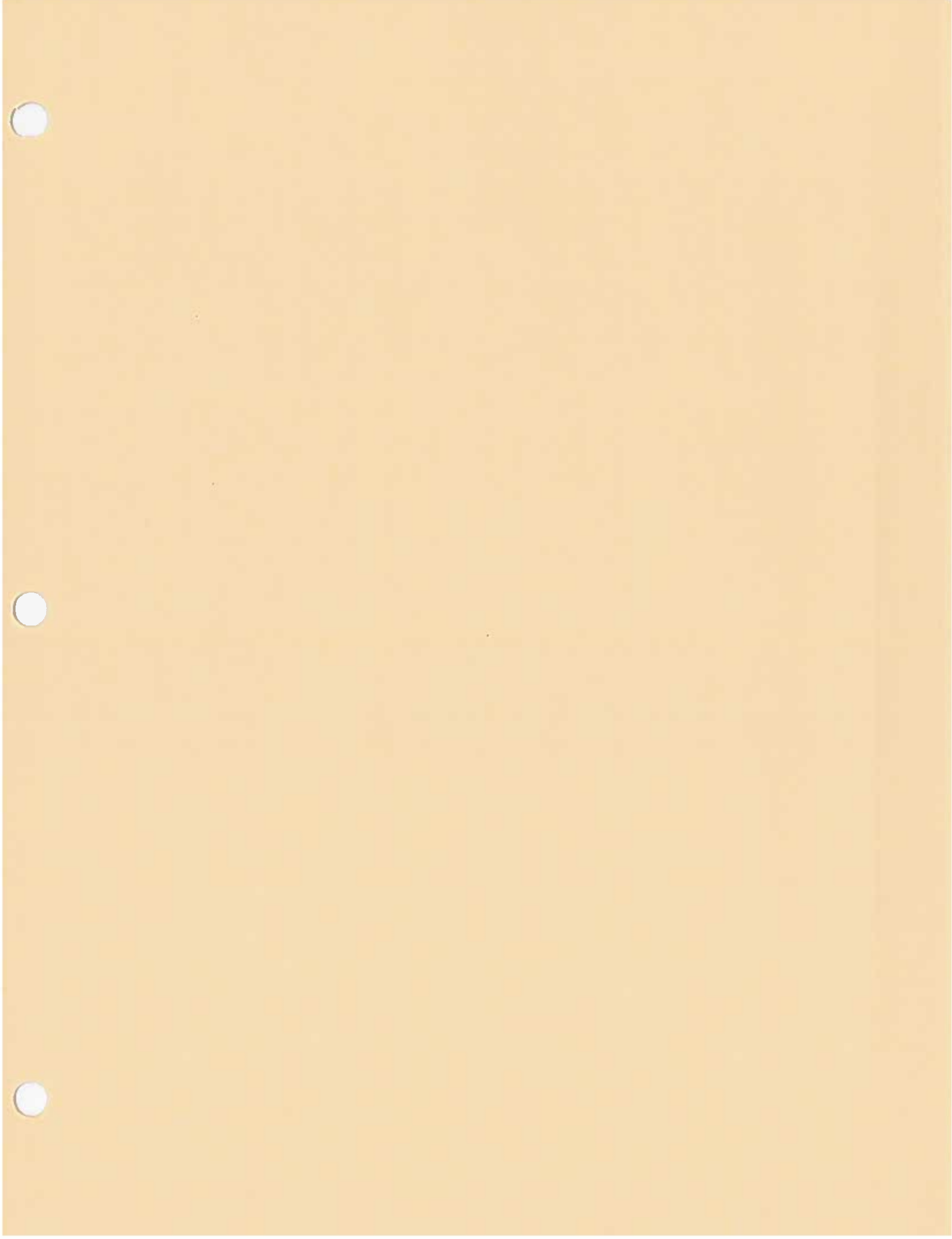
ADMINISTRATIVE STAFF:

| | |
|-----------------|----------|
| Susie Gonzales | \$ 70.00 |
| E. JoAnn Roybal | \$ 60.00 |

SAMPLE ANALYTICAL FEES:

| | |
|-------------------------|---|
| Bulk Sampling | \$13.00 standard turn around, \$28.00 (24 hour turn around) |
| Lead Wipe | \$35.00 |
| Spore Trap Airborn Mold | \$50.00 |
| Air Clearances | quote by job |

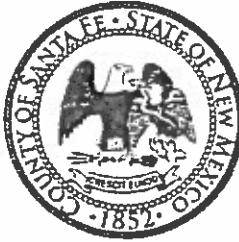
Disclaimer: Rates may be subject to change.



Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: November 13, 2013

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director *KL 11/13/13*

VIA: Katherine Miller, County Manager *KM*

ITEM AND ISSUE: BCC Meeting November 26, 2013

REQUEST APPROVAL OF PRICE AGREEMENT #2014-0032-PW/MS LEASE OF HEAVY EQUIPMENT WITH GOLDEN EQUIPMENT COMPANY (BILL TAYLOR)

Issue:

The Public Works Department requests approval of a Price Agreement for Lease of Heavy Equipment with Golden Equipment Company.

Background:

Santa Fe County Public Works Road Maintenance Division and Purchasing Division solicited Invitation for Bid (IFB) #2014-0032-PW/MS Lease for Heavy Equipment on September 22, 2013. Three firms provided bids and they are listed below:

Wagner Equipment (Denver, CO)
Golden Equipment (Albuquerque, NM)
4 Rivers Equipment (Albuquerque, NM)

Golden Equipment provided the lowest lease prices to Santa Fe County and was selected as the lowest responsive firm.

Action Requested:

The Procurement Division requests authorization to enter into Price Agreement #2014-0032-PW/MS Lease of Heavy Equipment with Golden Equipment Company.

Heavy Equipment Leases

| <u>Lease #</u> | <u>Wagner #</u> | <u>Equipment</u> | <u>Serial #</u> | <u>Executed</u> | <u>Term</u> | <u>Payment</u> | <u>Agreement</u> |
|--------------------|-----------------|-------------------------------------|-----------------|-----------------|-------------|----------------|------------------|
| 29-0148-PW/TRV | SM411498 | Catepillar Vibratory Soil Compactor | A5R01021 | 9/15/2008 | 9/15/2013 | 4/15/2015 | No |
| 29-0150-PW/TRV | SM001845 | Catepillar 140M BR Motor Grader | B9D01396 | 4/15/2009 | 4/15/2015 | \$ 5,569.85 | Yes |
| | | Catepillar 140M BR Motor Grader | B9D01391 | | | | Yes |
| | | Catepillar 938H Wheel Loader | MJC00247 | | | | Yes |
| 2010-0428-A-PW/TRV | M418669 | Catepillar Backhoe Loader | ODJC01760 | 7/6/2011 | 7/6/2014 | \$ 1,170.00 | Yes |
| 2010-0428-B-PW/TRV | M418941 | Catepillar Backhoe Loader | ODJC01892 | 7/7/2011 | 7/7/2014 | \$ 1,170.00 | Yes |
| 2010-0428-C-PW/TRV | M419163 | Catepillar Motor Grader | OM9D00524 | 7/26/2011 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-D-PW/TRV | M419164 | Catepillar Motor Grader | OM9D00525 | 7/26/2011 | 7/14/2014 | \$ 2,398.00 | Yes |
| 2010-0428-E-PW/TRV | M419165 | Catepillar Motor Grader | OM9D00526 | 7/26/2014 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-F-PW/TRV | M419166 | Catepillar Motor Grader | OM9D00527 | 7/26/2011 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-G-PW/TRV | M419168 | Catepillar Motor Grader | OM9D00528 | 7/26/2011 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-H-PW/TRV | M419167 | Catepillar Motor Grader | OM9D00529 | 7/26/2011 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-I-PW/TRV | M420021 | Catepillar Motor Grader | OM9D00683 | 7/26/2011 | 7/26/2014 | \$ 2,398.00 | Yes |
| 2010-0428-J-PW/TRV | M423700 | Catepillar Backhoe Loader | ODJL03854 | 8/2/2012 | 8/2/2015 | \$ 1,148.53 | Yes |
| | SM001844 | Catepillar Pneumatic Compactor | FFS00913 | 4/15/2009 | 5/15/2015 | \$ 5,786.70 | Yes |
| | | Catepillar Vibratory Compactor | FGH10732 | | | | |
| | | Catepillar Asphalt Paver | GNZ00301 | | | | |
| | M411911 | Catepillar Wheel Loader | MJC00280 | 9/15/2008 | 9/15/2013 | \$ 2,081.26 | Yes |
| | M408881 | Catepillar 420E Backhoe Loader | | | 9/1/2012 | \$ 1,035.00 | Yes |
| | M410927 | Catepillar Wheel Loader | JKM00217 | 9/15/2008 | 9/15/2013 | \$ 2,081.26 | Yes |

**SANTA FE COUNTY
PRICE AGREEMENT
FOR LEASE OF HEAVY EQUIPMENT**

THIS AGREEMENT is made and entered into by and between Santa Fe County, New Mexico, a political subdivision of the State of New Mexico, (hereinafter referred to as the "County" or "Lessee") and Golden Equipment Company, 721 Candelaria NE, Albuquerque, New Mexico 87107, who is authorized to do business in the State of New Mexico (hereinafter referred to as the "Vendor" or "Lessor").

IT IS MUTUALLY AGREED BETWEEN THE PARTIES:

1. DEFINITIONS

- A. "County" shall mean the County of Santa Fe, New Mexico.
- B. "Using Department or Department" shall mean a Department, Commission or Board of Santa Fe County.
- C. "Purchase Order" shall mean a fully executed Purchase Order issued by the County Purchasing Department that specifies the items and services to be provided by the Lessor.
- D. "Price Agreement" means this indefinite quantity Price Agreement also referred herein as "Lease" which required the Lessor to furnish items to the Using Department which issues a Purchase Order.
- E. "Rent" means the payment of the Lessee to Lessor of money for the lease of heavy equipment covered by the accompanying schedule (Attachment A), purchase order or other Lease document.

2. GOODS TO BE PROVIDED

- A. **Purchase or Lease.** Attachment A of this Price Agreement is the listing of prices for the individual items of heavy equipment and lease pricing, showing the term of the lease and the monthly costs.
- B. **Goods Listed on Attachment A.** The County may issue Purchase Orders for the Lease of the items listed in Attachment A. Any item ordered by the County must be a listed item in Attachment A to this Price Agreement. All orders issued hereunder must bear both an order number and the number of this Price Agreement 2014-0032-PW/MS.
- C. **Quantities.** It is understood that this is an indefinite quantity Price Agreement and the County may lease any quantity of the item(s) in Attachment A on an as-needed basis. No guarantee or warranty is made or implied that any order for any definite quantity of item(s) be issued under this Price Agreement. The Lessor is required to accept the Purchase Order and furnish the item(s).
- D. **Specifications.** The items furnished under this Price Agreement shall meet or exceed the specifications provided in this IFB# 2014-0032-PW/MS including all supplemental terms or addenda. Orders issued pursuant to this Agreement must show the applicable Price Agreement items(s).

E. Delivery and Billing Instructions.

1. The Lessor shall deliver the items and services in accordance with the County's instructions. The Lessor shall also deliver, with the items or goods ordered, an invoice listing the order number and the Price Agreement number.
 2. Whenever the Using Department does not accept any deliverable and returns it to the Lessor, all related documentation furnished by the Lessor shall also be returned.
 3. A Using Department will inform the Lessor within five (5) business days that a deliverable is unacceptable by the Using Department.
 4. The Lessor shall bear all risk of loss or damage with respect to returned equipment except for loss or damage directly attribution to the negligence of the County.
 5. Unless otherwise agreed upon by the County (see Paragraph 30.B.5), the Lessor shall be responsible for the pick-up of returned items.
 6. Time is of the essence for purposes of this Price Agreement. All damages resulting from late delivery, utilizing the delivery time frame set forth on Attachment A, shall be the responsibility of the Lessor. In the event of failure of the Lessor to delivery in accordance with its requirement, the Lessor shall be liable to the County for liquidated damages in the amount of \$100.00 per day the item(s) are delivered late.
- F. Delivery Tickets.** The Lessor shall provide the Purchase Order number, the delivery date, signature of acceptance by County, bill of lading, and all documentation associated with the leased equipment shall be provided to Santa Fe County.

3. PAYMENT

All payments under this Price Agreement are subject to the following provisions.

- A. Inspection.** Final inspection and acceptance of all items and services ordered shall be made at the destination. Items rejected at the destination for non-conformance with specifications shall be removed, at the Lessor's risk and expense, promptly after notice of rejection.
- B. Acceptance.** In accordance with NMSA 1978, Section 13-1-158, the Using Department shall determine if the items meet specifications, and may accept the items if the items meet specifications. No payment shall be made for any items until the items have been accepted in writing by the Using Department. Unless otherwise agreed upon between the Using Department and the Lessor, within thirty (30) days from the receipt of items, the Using Department shall issue a written certification of complete or partial acceptance or rejection of the items. The time period shall begin at the time of receipt of the final shipment when there are multiple shipments per purchase order. Unless the Using Department gives notice of rejection within the specified time period, the items will be deemed to have been accepted.

C. Issuance of Orders. Only written, signed and properly executed Purchase Orders are valid under this Price Agreement.

D. Rent and Late Charges. In consideration of its rights under this Lease, Lessee shall pay Lessor as follows:

1. At the conclusion of each month of possession and use after certification of the equipment, the rent amount identified in Attachment A shall be remitted to the Lessor.
2. Lessor shall submit a written request for payment to Lessee at the conclusion of each month of possession by Lessee of the equipment following certification of that equipment.
3. Within thirty (30) days of the issuance of a written request for payment, Lessee shall tender payment for the leased equipment used by Lessee.
4. In the event Lessee fails to tender payment within thirty (30) days of written request for payment, Lessee shall pay late payment charges of one and one-half percent (1.5%), until the amount due is paid in full.
5. In the event the Lessor breaches this Lease, Lessee may, without penalty, withhold any payments due Lessor for the purpose of set-off until such time as Lessee determines the exact amount of damages it suffered as a result of the breach.
6. Payment under this Lease shall not foreclose the right of Lessee to recover excessive or illegal payment.

F. Tax Note. Applicable gross receipts taxes or local option tax(es) shall be included on each invoice and shown as a separate item to be paid. The payment of taxes for any money received under this Price Agreement shall be the Lessor's sole responsibility and must be reported under the Lessor's federal and County tax identification number(s). If a Using Department is exempt from the New Mexico gross receipts tax or local option taxes for the transaction, the Using Department shall provide the Lessor with written evidence of such exemption(s).

4. TERM

This Price Agreement shall not become effective until approved in writing by all the parties as shown by their signatures below. The term of this Agreement shall be four (4) years at the prices and rates as indicated on Attachment A and as stated in this Price Agreement. There shall not be any automatic renewal of the term for this Price Agreement

5. END OF LEASE

Lessor shall be solely responsible for the cost of retrieving the leased equipment at the expiration of this Lease, unless termination results from the Lessee's breach in which case Lessee shall be responsible for the cost of returning the leased equipment to Lessor.

6. CANCELLATION

- A. The County reserves the right to cancel without cost to the County all or any part of any order placed under this Price Agreement if the items or deliverables fail to meet the requirements of this Price Agreement.
- B. The failure of the Lessor to perform its obligations under this Price Agreement shall constitute a default of this Price Agreement.
- C. The Lessor may be excused from performance if the Lessor's failure to perform the order arises out of causes beyond the control and without the fault or negligence of the Lessor, unless the County shall determine that the item, to be furnished by a sub-Lessor, is obtainable from other sources in sufficient time to permit the Lessor to meet the required delivery schedule.
- D. Such causes of excuse include, but are not limited to, acts of God or the public enemy, acts of the County or Federal government, fires, floods, epidemics, quarantine restrictions, strikes, freight embargoes, unusually severe weather and defaults of sub-Lessors due to any of the above.
- E. The County may cancel all, or any part, of any order without cost to the County if the Lessor fails to meet material provisions of the order and the Lessor shall be liable for any excess costs incurred by the County that is associated with such default.

7. TERMINATION

- A. **For Convenience.** Consistent with applicable New Mexico laws, this Price Agreement may be terminated by the County, without penalty, at any time prior to the expiration date of this Price Agreement. County will provide at least twenty (20) days prior written notice to the Lessor of the date of termination. Notice of termination of this Price Agreement shall not affect any outstanding order(s) issued under this Price Agreement prior to the effective date of termination for convenience by the County.
- B. **For Cause.** Either party may terminate this Agreement for cause based upon material breach of this Agreement by the other party, provided that the non-breaching party shall give the breaching party written notice specifying the breach and shall afford the breaching party a reasonable opportunity to correct the breach. If, within thirty (30) days, after receipt of a written notice, the breaching party has not corrected the breach or, in the case of a breach which cannot be corrected in thirty (30) days, begin and proceed in good faith to correct the breach, the non-breaching party may declare the breaching party in default and terminate the Agreement effective immediately. The non-breaching party shall retain any and all other remedies available to it under the law.
- C. **Return of Equipment Upon Cancellation or Termination.** Termination of the Price Agreement also results in termination of the lease of any equipment in the County's possession. In the event of such early termination, as reflected in this section, Lessee shall immediately cease all use of equipment and shall immediately make arrangements with the Lessor or its designee to return the equipment to any designation within the continental United States (US)

designated by the Lessor. Any expenses or risks associated with returning equipment to Lessor shall be borne solely by Lessee if termination was for convenience. Such equipment shall be in good repair in the same condition as when received by Lessee, reasonable wear, tear and depreciation resulting from normal and proper use excepted.

8. AMENDMENT

This Price Agreement may only be amended by mutual agreement of the County and the Lessor upon written notice by either party to the other. Any such amendment shall be in writing and signed by the parties hereto. Unless otherwise agreed to by the parties, an amendment shall not affect any outstanding Purchase Order(s) issued, by the County, prior to the effective date of the amendment.

9. ASSIGNMENT

Lessor shall not sell, assign, pledge, transfer, or otherwise convey any of its rights or interests in this Price Agreement.

10. NON-COLLUSION

In signing this Price Agreement, the Lessor certifies it has not, either directly or indirectly, entered into action in restraint of free competitive bidding in connection with its offer and this Price Agreement.

11. CONFLICT OF INTEREST

The Lessor warrants that it presently has no interest and shall not acquire any interest, direct or indirect, which would conflict in any manner or degree with any performance required under this Price Agreement. The Lessor shall comply with any applicable provisions of the New Mexico Governmental Conduct Act and the New Mexico Financial Disclosures Act.

12. APPROVAL OF LESSOR'S REPRESENTATIVES

The County reserves the right to require a change in Lessor representatives if the assigned representatives are not, in the opinion of the County, serving the needs of the County adequately.

13. CONDITION OF PROPOSED ITEMS

All proposed items to be delivered under this Price Agreement are to be new and of most current production, unless otherwise specified.

14. SCOPE OF AGREEMENT, MERGER

This Price Agreement incorporates all the agreements, covenants, and understandings between the parties hereto concerning the subject matter hereof and all such covenants, agreements and understandings have been merged into this Price Agreement. No prior agreement or understandings, verbal or otherwise, of the parties or their agents shall be valid or enforceable unless embodied in this Price Agreement. Additional terms and conditions mutually agreed upon for by the parties may be incorporated into this Price Agreement as an addendum.

15. COMMERCIAL WARRANTY

The Lessor agrees that the items furnished under this Price Agreement shall be covered by the most favorable commercial warranties the Lessor gives to any customer for such items, and that it rights the remedies provided herein shall extend to the County and are in addition to and do not limit any rights afforded to the County by any other clause of this Price Agreement. Lessor agrees not to purport to disclaim warranties of fitness for a particular purpose or merchantability and fitness for a particular purpose.

16. ASSIGNMENT OF MANUFACTUER/SUPPLIER WARRANTIES AND LESSOR'S WARRANTIES

To the extent permitted and so long as no event of default has occurred and is continuing, Lessor hereby assigns to Lessee, for the total term of any Lease as a result of this Price Agreement, all equipment warranties provided by a manufacturer/supplier in the applicable purchase documents.

- A. Lessee shall have the right to take any action appropriate to enforce such warranties provided such enforcement is pursued in Lessee's name and at its expense. In the event Lessee is precluded from enforcing any such warranty in its name, Lessor, as owner of the equipment, shall upon Lessee's request, take reasonable steps to ensure such warranties as costs to be borne by Lessor.
- B. All equipment covered by this Lease shall confirm to the specifications, samples, or other descriptions furnished or adopted by the County, and shall be merchantable, fit for the purpose for which it is leased, of best quality and workmanship and free from all defects. All equipment delivered, pursuant to this Lease, shall conform to standards established for such goods and delivery in accordance with any applicable federal, state, or local laws and regulations.

17. INSURANCE OF EQUIPMENT

Commencing upon acceptance and continuing throughout the initial term, Lessee agrees to keep the equipment insured as Lessee's expense against all risks or loss from any cause, including without limitation, theft and damage. Lessee may self-insure against such risk provided the Lessor's interests are protected to the same extent as if the

insurance had been obtained by third party insurance carriers. Lessee will provide to Lessor proof of such coverage.

18. RECORDS

During the term of this Price Agreement and for three (3) years thereafter, the Lessor shall maintain detailed records pertaining to the services or deliverables provided. These records shall be subject to inspection by the Using Department, the County and State Auditor and other appropriate County authorities. The County shall have the right to audit billings both before and after payment. Payment under this Price Agreement shall not foreclose the right of the Department to recover excessive or illegal payments.

19. APPROPRIATIONS

The terms of this Price Agreement, and any orders placed under it, are contingent upon sufficient appropriations and authorization being made by the Board of County Commissioners for the performance of this Price Agreement. If sufficient appropriations and authorization are not made, this Price Agreement, and any orders placed under it, shall terminate upon written notice being given to the Lessor. The County's decision as to whether sufficient appropriations are available shall be accepted by the Lessor and shall be final.

20. NOTICE

The New Mexico Procurement Code, NMSA 1978, Sections 13-1-28 through 13-1-199 imposes civil misdemeanor criminal penalties for its violation. In addition, the New Mexico criminal statutes impose penalties for bribes, gratuities and kickbacks.

21. INDEMNIFICATION

The Lessor shall hold the County and its Departments, agencies and employees harmless and shall indemnify the County and its agencies and employees against any and all claims, suits, actions, liabilities and cost of any kind, including attorney's fees for personal injury or damage to property arising from the acts or omissions of the Lessor, its agents, officers, employees, or sub-Lessors. The Lessor shall not be liable for any injury or damage as a result of any negligent act or omission committed by the Using Department, its officers or employees.

22. THIRD PARTY BENEFICIARY

This Price Agreement was not intended to and does not create any rights in any persons not a party hereto.

23. NEW MEXICO TORT CLAIMS ACT

No provision of this Price Agreement modifies or waives any sovereign immunity or limitation of liability enjoyed by the County and its Departments or its "public employees" at common law or under the New Mexico Tort Claims Act, NMSA 1978, Section 41-4-1, et seq.

24. INSURANCE.

- A. General Conditions. The Lessor shall submit evidence of insurance as is required herein. Policies of insurance shall be written by companies authorized to write such insurance in New Mexico.
- B. General Liability Insurance, Including Automobile. The Lessor shall procure and maintain during the life of this Price Agreement a comprehensive general liability and automobile insurance policy with liability limits in amounts not less than \$1,050,000 combined single limits of liability for bodily injury, including death, and property damage for any one occurrence. Said policies of insurance shall include coverage for all operations performed for the County by the Lessor; coverage for the use of all owned, non-owned, hired automobiles, vehicles and other equipment, both on and off work; and contractual liability coverage under which this Price Agreement is an insured contract. Santa Fe County shall be named an additional insured on the policy.
- C. Worker's Compensation Insurance. The Lessor shall comply with the provisions of the Worker's Compensation Act.
- D. Increased Limits. If, during the life of this Price Agreement, the Legislature of the State of New Mexico increases the maximum limits of liability under the Tort Claims Act (NMSA 1978, Sections 41-4-1 through 41-4-29, as amended), the Lessor shall increase the maximum limits of any insurance required herein.

25. CHOICE OF LAW

This Price Agreement shall be governed by and construed in accordance with the laws of the State of New Mexico. The parties agree that the exclusive forum for any litigation between them arising out of or related to this Price Agreement shall be in the First Judicial District Court of New Mexico, located in Santa Fe County, New Mexico.

26. INVALID TERM OR CONDITION/SEVERABILITY

The provisions of this Price Agreement are severable, and if for any reason, a clause, sentence or paragraph of this Price Agreement is determined to be invalid by a court or department or commission having jurisdiction over the subject matter hereof, such

invalidity shall not affect other provisions of the Price Agreement, which can be given effect without the invalid provision.

27. ENFORCEMENT OF AGREEMENT

A party's failure to require strict performance of any provision of this Price Agreement shall not waive or diminish that party's right thereafter to demand strict compliance with that or any other provision. No waiver by party or any of its rights under this Price Agreement shall be effective unless expressed and in writing, and not effective waiver by a party of any of its right shall be effective to waive any other rights.

28. SURVIVAL

The Provisions of the following listed paragraphs shall survive termination of this Price Agreement: Delivery & Billing Instructions; Records; Indemnification; Applicable Law; and Survival.

29. NOTICES

Either party may give written notice to the other party in accordance with the terms of this Price Agreement. Any written notice required or permitted to be given hereunder shall be deemed to have been given on the date of delivery if delivered by personal service or hand delivery or three (3) business days after being mailed.

To the Lessee:

Santa Fe County Attorney
102 Grant Avenue
PO Box 276
Santa Fe, NM 87504-0276

Santa Fe County Public Works
Roads Division
P.O. Box 276
Santa Fe, NM 87504-0276

To the Lessor:

Golden Equipment Company
721 Candelaria Road NE
Albuquerque, NM 87107

30. ORDER OF PREFERENCE OF DOCUMENTS; SUPPLEMENTAL TERMS AND CONDITIONS

These supplementary terms and conditions amend or supplement the Lessor's "Terms and Conditions and Lessor's "Equipment Long Term Rental Addendum" attached hereto as Attachment B and C, respectively. All provisions of this Price Agreement which are not so amended or supplemented remain in full force and effect.

A. Order of Preference of Documents, Resolving Discrepancies and Conflicts.

1. With respect to matters pertaining to contract management and administration procedures including equipment delivery and payment, the provisions of Price Agreement No. 2014-0032-PW/MS shall govern. In conflicts or discrepancies between this Price Agreement and the Lessor's Equipment Long Term Rental Addendum and Lessor's Terms and Conditions, the provisions of this Price Agreement shall take precedence.

B. Lessor's Terms and Conditions (Attachment B)

1. Paragraph I is inapplicable. The provisions of Paragraph 3 (**Payment**) of this Price Agreement shall apply.

2. Paragraph III, subpart (vi) is deleted in its entirety and replaced with the following:

(vi) assume the entire risk of loss of and damage to the Equipment and injury or death to persons which occurs while the Equipment is rented and in the possession of the Lessee under this Agreement.

3. Paragraph IX is deleted in its entirety.

4. Paragraph XIII, the first sentence is deleted in its entirety.

5. Paragraph XVIII applies when the term of Price Agreement No. 2014-0032 expires or Lessee notifies Lessor of an early termination pursuant to Paragraph 7.A (**Termination for Convenience**). The provisions of Paragraph 2.E.4 and 2.E.4 (**Delivery and Billing Instructions**) of this Price Agreement apply if equipment ordered by the Lessee and delivered by Lessor is determined to be unacceptable by the Using Department.

6. Paragraph XIX, the sentence "If after default, this Agreement is placed with an attorney for collection of unpaid rent or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees." is deleted in its entirety.

C. Lessor's Equipment Long Term Rental Addendum (Attachment C)

1. Pursuant to Paragraph 4 (Term) of this Price Agreement, the Commencement Date of the four (4) year term of this Price Agreement is the date of last signature by the parties hereto. The commencement date for the rental of each item of equipment shall be governed by the date of acceptance of the equipment by the Using Department and the Using Department may rent each item of equipment for a period not to exceed 48 months and at the rental rates stated in Attachment A.
2. Paragraph 1 (Equipment): The equipment that is the subject of this Price Agreement is the equipment listed on Attachment A.
3. Paragraph 4.B. (Cab and Body), the first sentence is deleted and replaced with:

All decals (excluding manufacturer's original decals, Golden Equipment's decals, and the County's decals which are removed in a manner as not to damage the surface and whose removal may leave a distinct difference in paint brightness), permits, numbers, and other County signage must be removed from the equipment by the County in such a manner as not to damage the surface.
4. Paragraph 4.I (Engine) is deleted in its entirety and replaced with:

The engine must be maintained in accordance with the manufacturer's recommendations. At the time of return, the engine shall have acceptable power based on industry standards related to the age of the machine and hours on the engine.
5. Paragraph 6 (Statute of Limitations), the reference to "six (6) months" is deleted and replaced with "one (1) year."

IN WITNESS WHEREOF, the parties have executed this Price Agreement as of the date of execution by:

SANTA FE COUNTY

Kathleen S. Holian, Chair
Board of County Commissioners

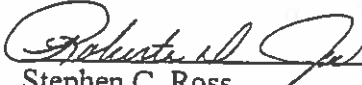
Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM

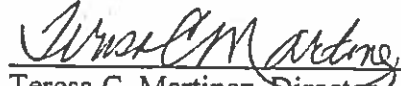


Stephen C. Ross
Santa Fe County Attorney

10/30/13

Date

FINANCE DEPARTMENT APPROVAL



Teresa C. Martinez, Director
Finance Department

11/1/13

Date

LESSOR GOLDEN EQUIPMENT COMPANY

Signature

Date

Print Name and Title

FEDERAL TAX I.D. NUMBER: _____

REVISED BID SHEET (CONTINUED)

Equipment Information

| Unit Description | Bid Make | Bid Model | Lease Term (Months) | Lease Term (Total Hours) | Base Lease Payment (Annual) | Service* Maint & PM Program Cost (Annual) | Taxes (Applicable) Include ALL Applicable Taxes | Program Cost Extended Cost (Annual) |
|--------------------|----------|-----------|---------------------|--------------------------|-----------------------------|---|---|-------------------------------------|
| Front End Loader | Volvo | BL70BT4 | 48 | 4,000 | \$10,006.32 | \$1,715.00 | | \$11,721.32/year |
| Backhoe | | | 48 | | | | | |
| Motor Grader | Volvo | G940B | 48 | | | | | |
| Loader | Volvo | L70G | 48 | 6,000 | \$19,723.80 | \$3,850.00 | | \$23,573.80/year |
| Pneumatic Roller | Volvo | PT125 | 48 | 6,000 | \$11,958.84 | \$2,935.00 | | \$14,893.84/year |
| Double Drum Roller | Volvo | DD140B | 48 | 2,400 | \$8,338.44 | \$895.00 | | \$9,233.44/year |
| Asphalt Paver | Volvo | PF4410 | 48 | 2,400 | \$16,435.56 | \$1,738.00 | | \$18,173.56/year |
| Single Drum Roller | Volvo | SD75 | 48 | 2,400 | \$52,931.88 | \$1,980.00 | | \$54,911.88/year |
| | | | | 2,400 | \$10,578.12 | \$1,403.00 | | \$11,981.12/year |

Bidder must provide specifications sheets and brochures for each piece of equipment offered in its bid

* Santa Fe County reserves the right to maintain the leased equipment upon mutual agreement with awarded contractor.

Bidder will delivery equipment to Santa Fe County within 120-days ARO days of ARO.

TERMS AND CONDITIONS

I. Lessee shall rent the Equipment for the term and at the rental herein provided and shall pay such rental when due irrespective of any claims, demands, defenses, set-offs, actions, suits or proceedings that it may have or assert against Lessor. Rental is due and payable in advance.

II. LESSOR MAKES NO WARRANTIES, EITHER EXPRESS OR IMPLIED, AS TO ANY MATTER WHATSOEVER, INCLUDING WITHOUT LIMITATION, THE CONDITION OF THE EQUIPMENT, ITS MERCHANTABILITY, OR ITS FITNESS FOR ANY PARTICULAR PURPOSE.

III. From the time the Equipment is shipped from Lessor's facility, until it is returned to Lessor's designated facility Lessee shall (i) use the Equipment solely in the conduct of its business; (ii) use the Equipment in a careful, proper and lawful manner; (iii) at its own expense, keep the Equipment in good repair, condition and working order and pay the cost of any and all parts and labor required for that purpose, using only parts manufactured or furnished by the manufacturer of the Equipment; (iv) not make any alterations of the Equipment; (v) promptly notify Lessor of any loss or damage to the Equipment; and (vi) assume the entire risk of loss of and damage to the Equipment and injury or death to persons, from any cause whatsoever arising under this Agreement.

IV. Lessor agrees that all equipment, attachments, accessories and repairs made to or placed upon the Equipment shall immediately become the property of Lessor without charge or set-off of any kind, and subject to the terms and conditions of the Agreement as if originally rented hereunder.

V. Lessee may, at its option require Lessee to provide, at the sole expense of Lessee, all risk insurance coverage on the Equipment for its full replacement value, and also such other insurance as Lessor may require, in amounts and under policies acceptable to Lessor, with loss payable to Lessee and Lessor as their respective interest may appear. Lessee shall furnish certificates of insurance evidencing such coverage. Each policy shall provide for thirty (30) days written notice to Lessor of the cancellation or material modifications thereof.

VI. Unless Lessee purchases damage waiver coverage as noted in paragraph seven (7) herein, Lessee is responsible for all damages to equipment including, but not limited to, the following: damage resulting from usage in violation of any of the terms of this Agreement, abuse, overloading, exceeding rated capacity, intentional damage, vandalism, disappearance, theft, shortage, disclosed or inventory, infidelity of the Lessee, his employees or persons in whom the equipment was entrusted. Lessee is responsible for damage in fires or tubes of the equipment that have suffered blow-outs, bursts, cuts or other damage inherent in the use of the equipment. Lessee is responsible for any damages resulting from a lack of, or improper service and maintenance including, but not limited to, the failure to provide proper coolant and anti-freeze, brake, transmission and other fluids, lubrication, filters, oil and other normal servicing.

VII. IF Lessee, at the commencement of this Lease, purchases damage waiver coverage and pays the damage waiver charge ("DWC"), then subject to the limitations and exclusions below, then Lessee will not be responsible for accidental damage to the rental equipment noted on the terms of this Rental Agreement. "Accidental Damage" is defined as damage to the Lessee's rental equipment which is caused by ordinary acts of the Lessee which are covered by the damage waiver coverage. Accidental damage does not include damage due to theft, burglary, arson, vandalism, intentional damage, misuse, or abuse of the rental equipment, mysterious disappearance or any damage to the rental equipment which indicates a crime may have been committed, a further condition of this waiver is that you must file a report to the proper law enforcement agency to obtain recovery and insurance, shall cooperate with the Lessor to obtain recovery and all insurance proceeds shall be given or to the Lessor. Coverage is null and void if equipment is used other than for its intended use. If you refuse the damage waiver, you must lease the Equipment with a Certificate of Liability Insurance and a Certificate of Property Insurance naming the Lessor as a rider on your insurance policy. Each piece of equipment being rented and coverage for the full rental price.

Lessee shall not be liable for any direct, indirect, special or consequential damages or loss (i) resulting from the non-delivery, delivery, use, installation, use or operation of the Equipment or from any defects in, failures, malfunctions, repairs, replacements or alterations or (ii) without limitation, any other liability of any nature with respect to the Equipment, or this Agreement or any breach thereof.

Lessee shall indemnify and hold harmless Lessor, its directors, officers, employees, agents and representatives, from any and all claims, suits, proceedings, costs, expenses, damages and liabilities, including attorney's fees, arising out of, connected with, or resulting from, this Agreement, or arising out of, connected with, or resulting from the operation, maintenance, use or return of the Equipment, or out of, connected with, or resulting from any defect in or failure of the Equipment.

In the event of damage to or loss, destruction, destruction or theft of the Equipment, or any part of it, Lessee shall pay to Lessor the full replacement value of the Equipment at the time of such occurrence except to the extent that Lessor receives proceeds of insurance covering such loss. Such payment may, at Lessor's option, be applied (i) to repair such Equipment, or (ii) to afford Lessee a pro rated reduction in the rental attributable to the lost or damaged equipment, or (iii) to replace the Equipment with equipment of the same make and the same or later model.

Lessee may inspect the Equipment at all reasonable times.

XII. Lessee shall report and pay to the appropriate authority any and all license fees, registration fees, assessments, charges and taxes, including penalty and interest, assessed against Equipment due to rental or use thereof and reimburse Lessor upon request for any such amounts assessed against Lessor by reason of the rental or use of said Equipment, except for taxes payable in respect of Lessor's income.

XIII. Lessee shall keep the Equipment at the address specified in this Agreement, and not remove it therefrom without the Lessor's prior written consent. Lessee shall not assign, sublet or pledge any of the Equipment or any interest in this Agreement, and any attempt to do so shall constitute an act of default hereunder.

XIV. The Equipment shall at all times remain personal property of Lessor regardless of the degree of its annexation to the real property and shall not be reason of any annexation to real property or personal property become a part thereof.

XV. All rights and obligations under this Agreement shall not be affected by any delay in shipment or delivery of the Equipment caused by any circumstances beyond the control of the parties, including but not limited to, Acts of God, fire, flood, war, shortages, allocations, government regulations, directives or requests, accidents, strikes, lockouts or concerted acts of workmen.

XVI. Lessee will procure, maintain and pay for workmen's compensation insurance upon employee operators of the Equipment, which may be required in any jurisdiction where such Equipment may be used or operated, unless Lessee shall have qualified as a self-insured. Therefore, if at any time such insurance shall not be in effect, Lessee may not, and will not, use or operate any item of Equipment for which such insurance shall not be in effect.

XVII. Lessee shall promptly notify Lessor of each accident involving any Equipment, including time, place, nature of the accident or damage, and such other information as may be known; advise Lessor of all correspondence, papers, notices, or documents received; aid in the investigation and defense of all such claims; and assist in the recovery of damage, from third parties liable therefor.

XVIII. Upon termination of this Agreement, Lessee will, at its own cost and expense, promptly return the Equipment to Lessor in the same conditions received, reasonable wear and tear and normal depreciation excepted.

XIX. If Lessee breaches its obligation to pay rent when due or any of the other terms of this Agreement, or if Lessee becomes insolvent or ceases to do business as a going concern, or if the Equipment or any part of it is abused, illegally used or misused, or if Lessee makes an assignment for the benefit of creditors, or if a petition in bankruptcy or for arrangement or reorganization is filed against Lessee, or if property of Lessee is attached or a receiver is appointed for Lessee or any of Lessee's property, or if Lessee is in default pursuant to the provisions of any other agreement by or between Lessor and Lessee, or whenever Lessor may deem the rental or Equipment insecure, the Lessee hereby authorizes Lessor to enter, with or without legal process, any premises where the Equipment may be and take possession thereof, or at the request of Lessor Lessee will assemble the Equipment and make the Equipment available to the Lessor, in whole or in part as requested at such place or places designated by the Lessor. All remedies herein are cumulative and any or all thereof may be exercised in lieu of or in addition to any remedies at law, in equity or under statute. If after default, this Agreement is placed with an attorney for collection of unpaid rent or enforcement of any other right or remedy of Lessor, Lessee shall pay reasonable attorney's fees. Waiver of any default shall not be a waiver of any other right or subsequent default.

XX. If the Equipment is exchanged or replaced with comparable equipment; if the rental term is extended; or if the Equipment is otherwise held beyond the rental term, all terms and conditions of this Agreement shall remain in full force and effect.

XXI. Any provision herein may be invalid under application law, or any governmental rule or regulation shall be deemed omitted, modified or altered to conform thereto.

XXII. Any alterations or modifications with respect to the Equipment that may at any time during the initial term of this Agreement, or any renewal term, be required to comply with any such applicable law of any governmental rule or regulation shall be at the expense of the Lessee.

XXIII. All notices required to be given hereunder shall be in writing and shall be deemed adequately given if sent by registered or certified mail to the other party at the address of other party as stated herein, or at such other place as either party may designate in writing to the other party.

XXIV. This document and any attachments hereto constitute the entire Agreement of the parties with respect to the subject matter hereof. No variation or modification of this document and no waiver of any of its provisions or conditions shall be valid unless in writing and signed by both parties.

XXV. Severability. If any provision of this Agreement shall, for any reason, be held invalid of any applicable law, and so much of this Agreement is held to be unenforceable, then the invalidity of such specific provision herein shall not be held to invalidate any other provision herein which shall remain in full force and effect.

XXVI. Entire Notice. Notice is hereby given that Golden Equipment Company has contracted to provide or has furnished material to the above named party, and has the right to file lien against said lessee and related entities if payments are not made within the terms of the above document.



EQUIPMENT LONG TERM RENTAL ADDENDUM

This addendum to rental contract # _____ entered into on the _____ day of _____ 2013 (Commencement Date) between Golden Equipment (Vendor) and Santa Fe County (County) is subject to the following terms and conditions:

1. **Equipment Description (Equipment):**
2013 Volvo G940 Motor grader
Serial Number _____

2. **Agreement:**

- A. Notwithstanding any other provision in this agreement, Vendor agrees to rent the equipment listed above to the County for an amount equal to \$1,643.65 per month plus any applicable taxes.
B. County agrees to an additional payment of \$19.72 per hour, for each hour in excess of 1,500 hours per year.
C. This amount excludes all maintenance and repairs unless County procures a maintenance agreement with Vendor separate from this.

3. **Unit Condition**

In addition to any other requirements of this Agreement, County will, at its sole expense, maintain the Equipment so as to meet all of the following requirements: (I) Equipment will be preserved in good operating condition, repair and appearance in accordance with all manufacturer service requirements and warranties, ordinary wear and tear expected. (II) All parts of Equipment that may be worn out, lost, stolen, destroyed or otherwise rendered permanently unfit or unavailable for use shall be replaced with replacement and substitute parts and accessories that are original Equipment manufacture or from commercially reputable providers with similar or superior value, serviceability and warranty. If Vendor notifies County that the Equipment is not being maintained within the above standards, County will have 30 days from the agreement termination date to make the necessary corrections.

4. **Return of Equipment**

A. **Good Working Condition.** The Equipment will be in good condition, ordinary wear and tear expected and all original components or replacement components of similar value made by the same manufacturer will be intact and in good working condition, free of mechanical problems to any of its parts and accessories. Permanently installed attachments must remain with the Equipment unless a written exception is executed by each of Vendor and County. If attachments are removed, the Equipment must be returned to its original condition.

B. **Cab and Body.** All decals (except manufacturer's original decals and Golden Equipment's decals), permits, numbers, and other customer signage must be removed from the Equipment by the County in such a manner as not to damage the surface. Interior trim will be free of tears, cuts and burns, and no glass will be broken, chipped or cracked. There shall be no unrepaired damage to the exterior or interior materials that exceeds \$250 cumulative. The windshield seal must be free of visible gasket/adhesive material. All mechanical and electrical equipment including radios, heaters, and air conditioners must be in proper operating condition. Equipment returned will be cleaned and cosmetically acceptable, with all rust and corrosion properly removed. All material (ie. dirt, refuse, asphalt, gravel, ect.) must be properly removed from the Equipment and disposed of in accordance with all applicable federal, state, and local laws and regulations.

C. **Frame and Structural Members.** Frame and structural members, including, but not limited to, loader arms, buckets, frame rails, all ground engaging tools and attachments will be structurally sound, without breaks, bends, cracks or missing teeth.

D. **Systems.** Cooling, heating and lubrication systems will not be contaminated, and there shall be no leaking systems nor will any system be damaged by the failure to properly maintain fluids. All internal fluids such as lube oil and hydraulic fluids are to be filled at operating levels, all filter caps are to be secured and filters are to be changed using OEM filters. Batteries must be capable of holding a charge starting the Equipment and shall not have any dead cells or a cracked case.

E. **Tires and Brakes.** All tires shall be of the same original size, type and manufacturer (or similar quality manufacturer if the original manufacturer no longer produces tires of that type) as upon delivery to the buyer. The tires shall have no missing or damaged parts, gouges, or section repairs. All tires shall have a minimum of fifty percent (50%) remaining wear using standard measurement practices. The brake shall have at least fifty percent (50%) time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard maintenance manuals. No drums or braking components shall be damaged or cracked.

F. **Mechanical Drive Train.** If so equipped, the transmission/hydrostatic drive systems, including, but not limited to, differentials, planetaries, wet brake systems and final drives, will be in good condition and operate quietly without vibrations or leaks.

G. **Electronic Drive Train.** If so equipped, the electric drive system including, but not limited to, alternators, generators, control systems and motorized wheels shall have at least 50% time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals. The electric harness(es) must be in workable condition without any sectional repair. All gauges, senders and switches must be functional.

H. **Undercarriage.** If so equipped, the undercarriage (including sprockets, links, idlers, bogies, carrier and track rollers, pins, and bushings and track shoe/pads) shall have at least 50% time/wear remaining before the next overhaul or replacement as recommended by the manufacturer and published in standard maintenance manuals.

Golden Equipment Company
721 Candelaria NE, Albuquerque, New Mexico 87107
505-345-7811 / 505-345-0401 FAX

Attachment C

I. **Engine.** The engine must have been maintained in accordance with the manufacturer's recommendations, including overhauling the engine as required. At the time of redelivery, the engine must have at least 50% time remaining before the next overhaul or replacement as recommended by the manufacturer and/or published in standard industry testing to include (but not limited to) testing of the crankcase, manifold pressure, oil analysis and blowby test. All tests shall be performed by a manufacturer authorized service center.

J. **Booms.** If so equipped, all booms shall be straight and true within original manufacturer's specifications and tolerances. All standard rigging including sheaves, pendants, and fairleads necessary for industry standard lift crane and boom trucks shall be returned with Equipment.

K. **Hydraulic Equipment.** All hydraulic pumps, cylinders, valves, piping/tubing and hoses must be fully operational at rated capacity with no leaks, bent cylinders rods or worn out bushings/pins.

L. **Air Conditioning System.** All air conditioning systems and components including the compressor, evaporators, condenser, motor, lines and fittings must be operational and useable without leaks.

M. **ROPS/FOPS Structure.** The ROPS/FOPS structure shall have no damage or repairs whatsoever.

N. **Sheet Metal.** All sheet metal must be in operational condition without breaks and bends as provided when the Equipment was first delivered.

O. **Documents and Records.** Equipment will have title free and clear of all liens and encumbrances and will meet and conform to all applicable federal, state and local health and safety laws and requirements. If applicable Equipment will have appropriate ANSI inspection certificates, permits and other certification necessary to operate Equipment. Without limiting the foregoing, County shall maintain and provide to Vendor written records of preventative maintenance and repairs, indicating dates and hour meter readings to show when such maintenance or repair work was performed and verified by parts invoices.

P. **Inspections.** Not more than 45 days and not less than 30 days prior to the return of the Equipment, County will make the Equipment available so that the Vendor may conduct a "walk-around" appraisal. Inspections may be made by a Vendor's authorized maintenance representative or other qualified maintenance provider (acceptable to Vendor) to ensure the equipment conforms to the return provisions outlined herein. The results of the testing and appraisal with necessary reconditioning, documenting that the Equipment meets the return conditions required herein, are to be provided to the Purchaser thirty (30) days prior to the return of the Equipment.

6. **Statute of Limitations**

Any action by County against Vendor under this agreement shall be commenced within (6) six months after any such cause of action accrues.

7. **Choice of Law**

This Agreement shall not be effective until accepted by Vendor at its New Mexico headquarters and shall be governed by the substantive (and not choice of law or conflicts) laws of the State of New Mexico.

8. **Headings**

The headings at the beginning of sections of this Agreement are solely for convenience and do not modify any sections.

9. **Amendment or Modification**

No term or provision of this Agreement may be amended, waived, modified, discharged, or terminated orally, but only by an agreement in writing executed by the parties. By executing this Agreement, County agrees to be bound by the terms of this Agreement, to the extent applicable.

10. **Successors and Assigns**

All of the terms and provisions of this Agreement shall apply to, bind and insure to the benefit of the successors and assigns of County (but this shall not permit any assignment prohibited hereby) and Vendor. In the event County is composed of more than one party, the obligations, covenants, agreements and warranties contained herein as well as the obligations arising therefrom are and shall be joint and several as to each such party.

DATED: _____

COUNTY:
Santa Fe County
PO Box 276
Santa Fe, NM 87505

VENDOR:
Golden Equipment Company
721 Candelaria NE
Albuquerque, NM 87107

BY (SIGNATURE)

BY (SIGNATURE)

TITLE

TITLE

Golden Equipment Company
721 Candelaria NE, Albuquerque, New Mexico 87107
505-345-7811 / 505-345-0401 FAX

County Initials

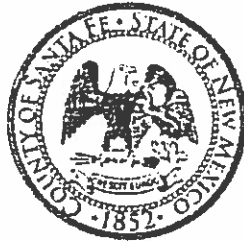
Vendor Initials



Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: November 13, 2013

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director *AL* 11/13/13

VIA: Katherine Miller, County Manager

ITEM AND ISSUE: BCC Meeting November 26, 2013
**REQUEST APPROVAL OF AMENDMENT NO. 2 TO SFC LEASE AGREEMENT
#2010-0174-CSD/MS WITH S&G LAND & CATTLE COMPANY FOR
AGRICULTURAL FARM LEASE IN THE AMOUNT OF \$76,375.00 (BILL TAYLOR)**

Issue:

The Public Works Department requests approval of Amendment No. 2 to the Lease Agreement with S&G Land and Cattle Company for an Agriculture Farm Lease for the Top of the World Farm.

Background:

In March 2010, Santa Fe County solicited for the Top of the World Agriculture Lease under RFP #2010-0174-CSD/MS. The lease consists of 1,700 acres that contain six (6) pivot irrigated fields planted with alfalfa hay. The current lease has an expiration date of December 31, 2013, and allowed for two, one-year extensions. This Amendment will extend the Lease for one (1) year to expire on December 31, 2014. The current lease with S&G Land and Cattle is for 720 acres of irrigated fields and 980 acres of dry-land pasture. On January 1, 2014, Santa Fe County will reduce the area of land available for irrigated cropland on the Property from 720 acres to 624 acres and increase the dry-land pasture from 980 acres to 1,076 acres. Based on the appraised rental value of the property, an adjustment to the annual rent is required. The rent will adjust from \$90,000.00 to \$76,375.00.

Action Requested:

The Procurement Division requests authorization to enter into Amendment No. 2 of the Agriculture Lease for Top of the World Farm #2010-0174-CSD/MS with S&G Land and Cattle for a yearly lease amount of \$76,375.00.

**AMENDMENT NO. 2
TO LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND
S&G LAND & CATTLE COMPANY
FOR AGRICULTURAL LEASE**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter "Lessor"), and **S & G Land & Cattle Company**, Ronnie C. Salazar, sole proprietor (hereinafter "Lessee"), whose address is 58 County Road 111, Espanola, New Mexico 87532.

WHEREAS, in May 2010, Lessor entered into Lease Agreement No. 2010-0174-CSD/MS (hereinafter "Lease Agreement") with Lessee for the purpose of Lessee's operation of an agricultural farm;

WHEREAS, under the Lease Agreement the Lessee agreed to occupy and use for agricultural farming and other agricultural purposes approximately 1,700 acres of land owned by Lessor located in Taos County, New Mexico including six (6) center pivot irrigated fields totaling 720 acres and an additional 980 acres of dry-land pasture (hereinafter the "Property");

WHEREAS, the Lease Agreement was approved by Lessor on May 21, 2010 and the term of the Lease Agreement was two (2) years and nine (9) months and was scheduled to expire December 31, 2012;

WHEREAS, pursuant to Paragraph 2 of the Lease Agreement, the term of the Lease was extended by Amendment No.1 and expires December 31, 2013;

WHEREAS, Paragraph 2.B of the Lease Agreement permits the parties to amend the Lease Agreement by an instrument in writing;

WHEREAS, the Lessor has reduced the area of land available for irrigated fields on the Property from 720 acres to 624 acres;

WHEREAS, the Lessee has made a timely request for an extension and the parties desire to amend the Lease Agreement to extend the term of the Lease for another year, adjust the annual rent due to the reduction in irrigated fields, and state the maximum amount of water available to the Lessee.

NOW THEREFORE IT IS AGREED AS FOLLOWS:

1. Paragraph 1 (**Property Description**) of the Lease Agreement, the last phrase is deleted and replaced with: "with the irrigated fields totaling approximately 624 acres and approximately 1,076 acres of dry-land pasture (hereinafter referred to as the 'Property')."
2. Paragraph 2 (**General Requirements**) of the Lease Agreement is amended by inserting a subparagraph "C.1" to read as follows:

C.1 Pursuant to Amendment No. 2, the term of this Lease Agreement is for another one (1) year term from December 31, 2013 to December 31, 2014. With this Amendment No. 2, Lessee has one (1) remaining one-year extension available. This Lease shall not extend beyond December 31, 2015.

3. Paragraph 2 (**General Requirements**) of the Lease Agreement, subparagraphs "**B. Amendments.**" through "**U. Prevention of wildlife depredation.**" are re-lettered as paragraphs "D" through "W."

4. Paragraph 2 (**General Requirements**) of the Lease Agreement, new subparagraph "**M. Water pumping.**" is amended by deleting it and replace with:

M. Water pumping. Lessee shall be restricted to utilizing a maximum of 1,248 acre-feet per year of Lessor's allocated water rights. Lessee shall be responsible for pumping all irrigation water necessary for activities under this Lease and all expenses associated therewith as authorized by this Lease. Lessee shall provide the Lessor with well meter readings on or before the first day of January and monthly during the growing season from May through October during the term of this Lease.

5. Paragraph 3 (**Land Use**) of the Lease Agreement is amended by deleting subparagraph "**A. Allowed crops.**" and replace with:

A. Allowed use. Lessee may utilize the Property for bona fide agricultural uses not otherwise prohibited by this Lease. Lessee may utilize the Property for grazing of livestock in numbers consistent with accepted agricultural practices.

6. Paragraph 5 (**Rent**) of the Lease Agreement is amended by inserting subparagraphs "A" and "B" to read as follows:

A. By Amendment No. 1 extending the term of this Lease Agreement from December 31, 2012 to December 31, 2013, the Lessee continued the payment of annual rent in the amount of Ninety Thousand Dollars (\$90,000.00).

B. By Amendment No. 2 extending the term of this Lease Agreement from December 31, 2013 to December 31, 2014, the annual rent payment in the amount of Seventy-Six Thousand Three Hundred and Seventy-Five Dollars (\$76,375.00) which shall be due on or before the first day of January 2014. Lessee's failure to timely pay rent shall be sufficient grounds for Lessor to terminate this Lease Agreement.

7. All other provisions of Lease Agreement No. 2010-0174-CS/MS not amended, replaced or superseded by Amendment No. 1 and this Amendment No. 2 shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 2 as of the date first written above.

SANTA FE COUNTY

Kathleen Holian, Chair
Board of County Commissioners


Date

ATTEST:

Geraldine Salazar
Santa Fe County Clerk

Date

APPROVED AS TO FORM:




Stephen C. Ross
Santa Fe County Attorney

11-13-13

Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

11/14/13

Date

S & G Land and Cattle Company

Ronnie C. Salazar, President

Date

New Mexico State Board of Finance

(signature and title)

Date



Daniel "Danny" Mayfield
Commissioner, District 1

Virginia Vigil
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

MEMORANDUM

DATE: November 13, 2013

TO: Board of County Commissioners

FROM: Adam Leigland, Public Works Department Director *AL*

VIA: Katherine Miller, County Manager *KM*

ITEM AND ISSUE: BCC Meeting November 26, 2013
REQUEST APPROVAL OF AMENDMENT NO. 1 TO SFC LEASE AGREEMENT #2012-0104-CSD/MS WITH S&G LAND & CATTLE COMPANY FOR AGRICULTURAL FARM LEASE IN THE AMOUNT OF \$4,500.00 (BILL TAYLOR)

Issue:

The Projects Facilities & Open Space Division request approval of Amendment No. 1 to the Lease Agreement with S&G Land and Cattle Company for an Agriculture Farm Lease for the Top of the World Farm.

In December 2012 the Procurement Division solicited a Request for Proposal #2012-0104-CSD/MS Top of the World Agriculture Lease. The solicitation was advertised in three (3) newspapers, posted on the County website, and e-mailed to two (2) companies on December 27, 2011. A Site Visit was held on January 5, 2012 and two companies were present. The County received one (1) proposal from S&G Land and Cattle. The other interested offeror failed to submit a proposal after the site visit. The proposal received by S&G Land and Cattle was deemed responsive. An independent appraisal valued the dry-land pasture portion of the property at \$2.55 per acre per year; this lease is valued at \$3.16 per acre per year.

Background:

In March 2012, Santa Fe County leased the portion of the Top of World which consists of a certain property owned by Santa Fe County, totaling approximately 1,466 acres, including 23 acres of public road easements, 1,423 acres of native grass dry-land pasture, and certain agricultural storage facilities, buildings and/or out buildings. This portion of the property does not have access to water and therefore has less value than the original 1,700 acres with the six irrigated fields. The current lease is with S&G Land and Cattle for an annual rent of \$4,500.00 with an expiration of December 31, 2013, and allows for two, one-year extensions. This lease cannot be extended beyond December 31, 2015.

Action Requested:

The Procurement Division requests authorization to enter into Amendment No. 1 of the Agriculture Lease for Top of the World Farm 2012-0104-CSD/MS with S&G Land and Cattle for a yearly lease amount of \$4,500.

**AMENDMENT NO. 1
TO LEASE AGREEMENT
BETWEEN SANTA FE COUNTY AND
S & G LAND & CATTLE COMPANY
FOR AGRICULTURAL LEASE**

THIS AMENDMENT is made and entered into as of this ____ day of _____, 2013, by and between **Santa Fe County**, a political subdivision of the State of New Mexico (hereinafter "Lessor"), and **S & G Land & Cattle Company**, Ronnie C. Salazar, sole proprietor (hereinafter "Lessee"), whose address is 58 County Road 111, Espanola, New Mexico 87532.

WHEREAS, on March 27, 2012, Lessor entered into Lease Agreement No. 2012-0104-CSD/MS (hereinafter "Lease Agreement") with Lessee for the purpose of Lessee's lease of a land belonging to Lessor Santa Fe County, to operate an agricultural farm known as the "Top of the World Farm;"

WHEREAS, under the Lease Agreement the Lessee agreed to occupy and use for agricultural farming and other agricultural purposes approximately 1,466 acres, including 23 acres of public road easements, owned by Lessor located in Taos County, New Mexico;

WHEREAS, the term of the Lease Agreement expires December 31, 2013;

WHEREAS, Paragraph 2.A, third paragraph, of the Lease Agreement permits the Lessee and Lessor to extend the term of the Lease Agreement upon a ninety day written request from the Lessee;

WHEREAS, the Lessee has made a timely request for an extension and the parties desire amend the Lease to extend the term of the Lease for one (1) year to December 31, 2014.

NOW, THEREFORE, IT IS AGREED AS FOLLOWS:

1. Paragraph 2 (General Requirements), subparagraph "A" is amended by inserting a subparagraph "A.1" between the third and fourth subparagraphs of subparagraph "A" to read as follows:
 1. Pursuant to Amendment No. 1, the term of this Lease Agreement is extended to December 31, 2014. Lessee shall submit evidence of insurance for the period of this term extension. This Amendment exercises the Lessee's first request for an extension. This Lease Agreement, including all extensions, shall not be extended beyond December 31, 2015.
2. All other provisions of Lease Agreement No. 2012-0104-CSD/MS, not amended or modified by this Amendment No. 1, shall remain in full force and effect.

IN WITNESS WHEREOF, the parties have executed this Amendment No. 1 as of the date first written above.

SANTA FE COUNTY BOARD OF COUNTY COMMISSIONERS

Kathleen S. Holian, Chair


Date

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

Date

APPROVED AS TO FORM:

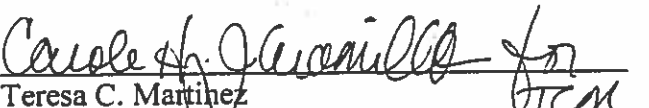


Stephen C. Ross
Santa Fe County Attorney

11/19/13

Date

FINANCE DEPARTMENT APPROVAL:



Teresa C. Martinez
Santa Fe County Finance Director

11/19/13

Date

S & G Land and Cattle Company

Ronnie C. Salazar, President

Date

FEDERAL TAX ID. NUMBER _____

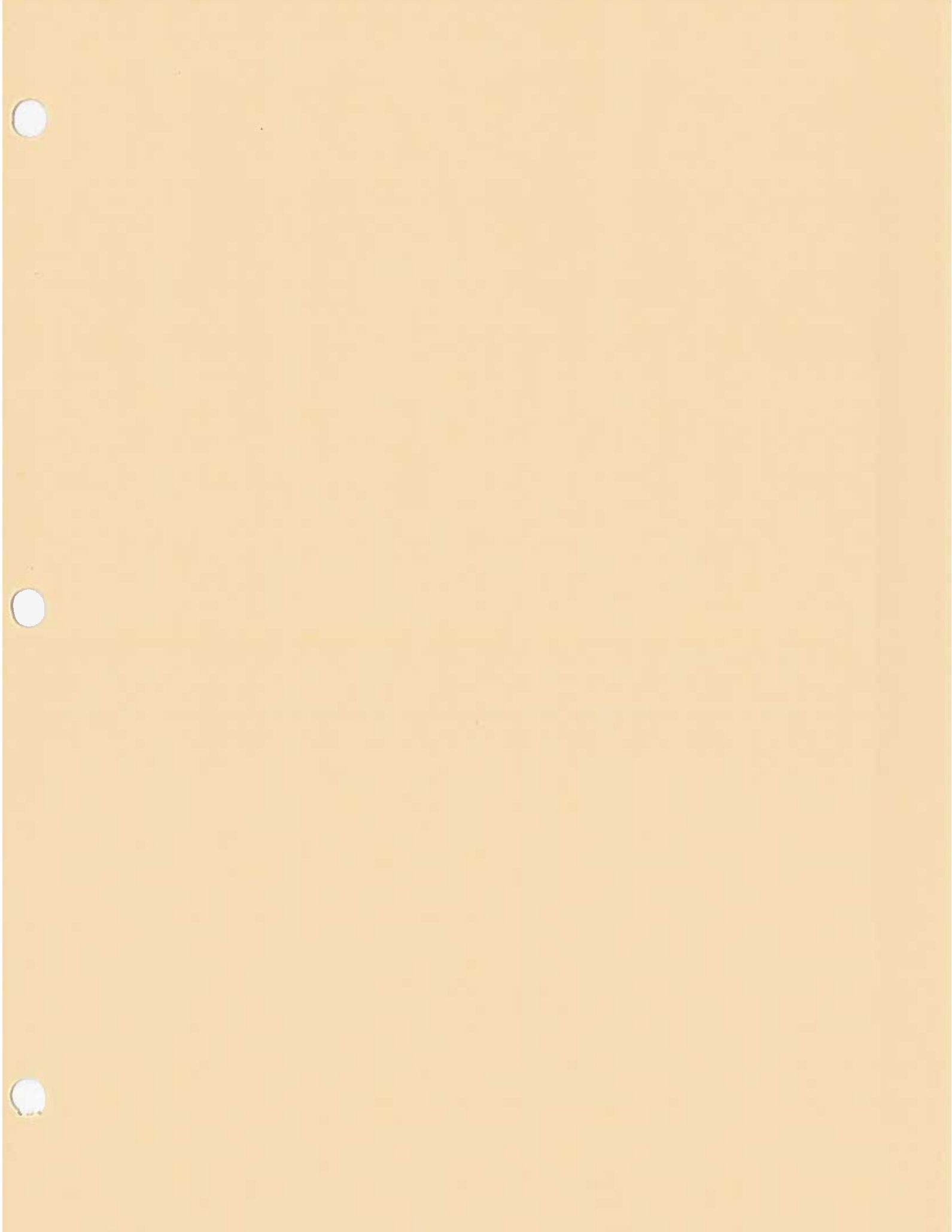


NO PACKET MATERIAL FOR THIS ITEM



NO PACKET MATERIAL FOR THIS ITEM

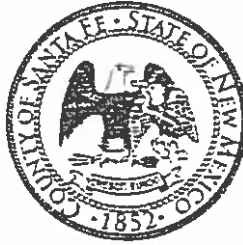
4. Matters of Public Concern



Daniel "Danny" Mayfield
Commissioner, District 1

Miguel M. Chavez
Commissioner, District 2

Robert A. Anaya
Commissioner, District 3



Kathy Holian
Commissioner, District 4

Liz Stefanics
Commissioner, District 5

Katherine Miller
County Manager

Date: October 30, 2013

To: Board of County Commissioners

From: Sarah Ijadi, Senior Planner, Planning Division/ Growth Management Department *KS*

Via: Robert Griego, Planning Manager/Growth Management Department, *RG*
Penny Ellis-Green, Director/Growth Management Department *PEG*

Re: An Introduction to a Resolution to adopt the Tesuque Community Plan 2013 as an amendment to the Santa Fe County Sustainable Growth Management Plan.

Introduction

This agenda item is to introduce a resolution to adopt the Tesuque Community Plan 2013 as an amendment to the Santa Fe County Sustainable Growth Management Plan and to briefly present highlights of the plan. This is the first of two public hearings. No action is requested at this time.

The packet includes the following items for your review and consideration:

- A draft resolution to adopt the Tesuque Community Plan 2012 as an amendment to the Santa Fe County Sustainable Growth Management Plan
- Fiscal Impact Report
- Tesuque Community Plan 2013, BCC Review Draft 09.05.2013

Recommendation

This agenda item is to introduce the resolution and provide information. Board feedback and input is expected and welcome. However, no action is requested at this time.

Background

On August 30, 2011 the Village of Tesuque Planning Committee formally requested and received authorization from the Santa Fe Board of County Commissioners via Resolution 2011-134 to begin a community planning process to review and update the Rio Tesuque Community Land Use Plan approved in 2000 via Resolution 2000-165.

Over the course of 2 years the Planning Committee noticed and held several public meetings including 2 open houses on May 11th & 13th and a community presentation held on July 29th, 2013. Community outreach included stakeholder meetings, meetings with community groups, interviews, e-mails, post cards and brochures and updates to the Board of County Commissioners.

The Tesuque Community Plan fulfills the SGMP recommendations including the following plan elements:

1. Community vision statement
2. Description of how the community fits within the development patterns within the context of the overall County.
3. Analysis of current land use and zoning and creation of map depicting existing land uses.
4. Examination of local natural resources including water quality and quantity issues
5. Examination of local infrastructure including utilities, telecommunications, roads and traffic.
6. Future land use plan and implementation strategies such as a future land use map, design standards, and proposed densities, uses and recommended zoning.

Both the planning process and resulting plan are consistent with the Sustainable SGMP and anticipate the Sustainable Land Development Code (SLDC). When adopted, the plan will replace the current community plan and become an amendment to the SGMP.

Highlights of the Tesuque Community Plan

The Tesuque Community Plan is intended to guide future land development in Tesuque and address community needs. Highlights from the plan include:

- New Land Use Designations and Map with provisions based on topography and existing uses, lot sizes and development patterns to ensure compatibility among various land uses, to reinforce historic patterns and protect scenic and natural resources.
- A Scenic Corridor Schematic Plan and provisions that reflect the current character while improving safety in order to guide future improvements to Bishops Lodge Road and Tesuque Village Road.

- Strategic Work Plan and Implementation Matrix that lists many of the strategies, projects and programs recommended in the plan.
- The recommendation for a Rural Commercial Overlay Zone to support existing and appropriately located commercial establishments that provide neighborhood goods and services.
- Refinement of minimum lot size and gross density requirements that better reflect existing conditions and support rural lifestyles. In some areas the plan recommends increases to minimum lot sizes and in other areas the plan recommends decreases to minimum lot sizes.
- Reaffirmation that minimum lot size and gross densities should not be adjusted down when community water and sewer systems are provided.
- Allowing secondary dwelling units as a conditional use to support multi-generational households and aging in place.
- Strategies to protect surface and ground water including recommending a feasibility study for waste water treatment for the area associated with the village core and Griego Hill.
- General support for the on-going implementation of the Bishop's Lodge Resort & Spa Master Plan.
- Strategies for proactive and collaborative approach to code enforcement.
- Proposed incentives for preserving contiguous agricultural lands and open space.
- General provisions for home occupations, non-conforming uses and illegal driveways
- Strategies for preserving social trails and dark night skies.
- Strategies for the provision of appropriate public parking for regional access to Santa Fe National Forest.
- Strategies to reduce wildfire vulnerability and enhance response capacity.
- Strategies for enhancing the safety of Tesuque roads and enhanced walking, biking, and transit opportunities.
- Strategies and recommendation for community members to form a committee to address land use and development issues in the planning area; to address code education and code enforcement issues; and to otherwise support implementation of the community plan as a County recognized Community Organization.

**SANTA FE COUNTY
RESOLUTION NO. 2013-**

A RESOLUTION AMENDING RESOLUTION 2010-210 (A RESOLUTION ADOPTING THE SANTA FE COUNTY SUSTAINABLE GROWTH MANAGEMENT PLAN AS THE COMPREHENSIVE PLAN OF SANTA FE COUNTY) TO INCORPORATE THE TESUQUE COMMUNITY PLAN AND RESCINDING RESOLUTION 2000-165

WHEREAS, on August 30th of 2011 the Board of County Commissioners (the Board) approved Resolution 2011-135, establishing the Tesuque Community Planning Committee (the Planning Committee) and the Tesuque community planning boundaries and authorizing a community planning process for the Tesuque Traditional Historic Community;

WHEREAS, on November 9, 2010, the Board adopted the Sustainable Growth Management Plan (the SGMP) which outlines a process for communities to initiate a planning process;

WHEREAS, the Planning Committee worked within a consensus process to develop a document titled the Tesuque Community Plan, attached hereto as Exhibit A, which plan significantly updates and is proposed to replace the Rio Tesuque Community Land Use Plan adopted in 2000 by Resolution 2000-165;

WHEREAS, over the course of the past two years the Planning Committee noticed and held several public meetings including 2 open houses on May 11th & 13th and a community presentation held on July 29th, 2013 and noticed and held regular public meetings and sought community input through meetings, interviews, e-mails, post cards and brochures and outreach to community groups and updates to the Board;

WHEREAS, the Tesuque Community Plan complies with the SGMP recommendations including the following plan elements:

1. Community vision statement
2. Description of how the community fits within the development patterns within the context of the overall County
3. Analysis of current land use and zoning and creation of map depicting existing land uses
4. Examination of local natural resources including water quality and quantity issues
5. Examination of local infrastructure including utilities, telecommunications, roads and traffic
6. Future land use plan and implementation strategies such as a future land use map, design standards, and proposed densities, uses and zoning;

WHEREAS, the Tesuque Community Plan is consistent with the principles and overall goals and policies identified in the SGMP and addresses the unique needs of the community through the community plan.

NOW THEREFORE, be it resolved by the Board of County Commissions of Santa Fe County that the Tesuque Community Plan, in the form attached hereto and incorporated herein as Exhibit A, is hereby adopted as an amendment to Resolution 2010-210 and Resolution 2000-165, the Rio Tesuque Community Land Use Plan, is hereby rescinded.

PASSED, APPROVED AND ADOPTED, this __ day of _____ 2013.

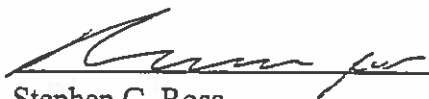
**THE BOARD OF COUNTY COMMISSIONERS
OF SANTA FE COUNTY**

By: _____
Kathy Holian, Chair

ATTEST:

Geraldine Salazar, Santa Fe County Clerk

APPROVED AS TO FORM:



Stephen C. Ross

Santa Fe County

Fiscal Impact Report

Department / Division: Growth Management Department/ Planning Division

Action Item to be Considered: Resolution to Adopt the Tesuque Community Plan as an amendment to the Sustainable Growth Management Plan

Agreement Number:

| | |
|---|---|
| Indicate with a <input checked="" type="checkbox"/> below | Section 1 -Identify the type of document below for BCC Consideration and Approval |
| <input type="checkbox"/> | Revenue, e.g. Grant, charges and fees, etc. |
| <input type="checkbox"/> | Contractual Services (includes change orders), e.g. Professional services agreement, construction, price agreement, joint powers agreement, lease agreement, etc. |
| <input type="checkbox"/> | Loan/Grant Agreement |
| <input checked="" type="checkbox"/> | Other: Resolution |

| | |
|---|---|
| Indicate with a <input checked="" type="checkbox"/> below | Section 2 - Funding Source Identify the item below for BCC Consideration and Approval |
| <input type="checkbox"/> | General Fund, e.g. property taxes, gross receipt taxes, etc. |
| <input type="checkbox"/> | Special Revenue Funds, e.g. Fire, Indigent, etc. |
| <input type="checkbox"/> | Capital Outlay GRT, (capital infrastructure only, does not include maintenance or repair costs) |
| <input type="checkbox"/> | Bond Proceeds (general obligation and gross receipt tax revenue bonds) |
| <input type="checkbox"/> | Grant Funds. If yes, indicate the percentage and amount required % and/or \$, and source. % \$ Source |
| <input type="checkbox"/> | Other: |

| | | | |
|---|----------|----------------|--|
| Section 3 - Ongoing operations and maintenance (O&M) requirements: | | | |
| Short Term (Specify needs for the current fiscal year only) | | | |
| | | | |
| New FTE's # | Position | Hourly Rate \$ | |
| Current Fiscal Year Cost \$ | | Annual Cost \$ | |
| Initial Costs (Vehicle, computer, office space, etc.) | | | |
| | | | |

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Current Fiscal Year Cost \$ _____ **Annual Cost \$** _____

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Salary & Benefits:

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate \$ _____

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate \$ _____ **Total (next 4 years) \$** _____

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

As a policy document it recommends various projects for the Capital Improvement Plan

Prepared by Sarah Ijadi

Reviewed by

O & M (Concisely identify the recurring needs, supplies, equipment, and the resources necessary for carrying out the job duties)

Current Fiscal Year Cost \$

Annual Cost \$

Long Term (Specify the needs for the next four (4) years. This will include staff, O & M, asset renewal and replacement costs, and additional capital needs)

Salary & Benefits:

All other expenses:

Section 4 - Revenue

Short Term (Specify the revenue potential for the current fiscal year only. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Current FY Estimate \$

Long Term (Specify the revenue potential for the next four (4) fiscal years. If a grant, specify the total grant award amount and the term. If a fee or charge for service, explain basis of revenue projection).

Annual Estimate \$

Total (next 4 years) \$

Additional Narrative

(Should include additional information such as significant issues, administrative issues and technical issues. What consequences, if any, may occur if this item is not acted upon):

As a policy document it recommends various projects for the Capital Improvement Plan

Prepared by Sarah Ijadi

Reviewed by

SANTA FE COUNTY & TESUQUE VALLEY PLANNING COMMITTEE

TESUQUE COMMUNITY PLAN 2013

UPDATES AND REPLACES THE RIO TESUQUE COMMUNITY LAND USE
PLAN: RESOLUTION 2000-165

BCC REVIEW DRAFT 09.05.2013

ACKNOWLEDGEMENTS

Community Members

Special thanks to the numerous community members who contributed valuable time, information and insight into the planning effort. This Plan is the product of everyone who participated.

Planning Committee Members

The Tesuque Planning Committee and the Santa Fe County Growth Management Department & Planning Division are forwarding this Plan for approval. The Committee represents those individuals who were committed to completing the directive of Resolution 2011-134 which authorized a community planning process to amend the Rio Tesuque Community Plan. The following individuals have worked consistently and tirelessly to finish the task.

Tesuque Valley Planning Committee

Margo Cutler, Chairperson
David Dougherty
Jeanne Boyles
Alfred von Bachmayr

Sue Barnum
Gretchen Goff
Cam Duncan

In Memory of Alfred von Bachmayr

Alfred's keen insights, commitment and generosity of time and spirit throughout the planning process were essential to the success of both the process and the plan. He will be greatly missed by everyone in the community.

County Officials

Daniel Mayfield, Commission District 1
Miguel Chavez, Commission District 2
Robert A. Anaya, Commission District 3

Kathy Holian, Commission District 4
Liz Stefanics, Commission District 5

County Manager
Katherine Miller

Growth Management Department & Planning Division

Penny Ellis-Green, Growth Management Director
Robert Griego, Planning Manager
Sarah Ijadi, Senior Planner
Elisabeth Salinas, Community Planner

Tim Cannon, Senior Planner
Erick Aune, Transportation Planner
David Griscom, Economic Development Manager

Public Works Department

Adam Leigland, Public Works Director
Diego Gomez, Road Maintenance Manager

Beth Mills, Community Planner, Open Space & Trails

Other Santa Fe County Staff

Juan Rios, Constituent Services Liaison

Kristine Mihelcic, Public Information Officer

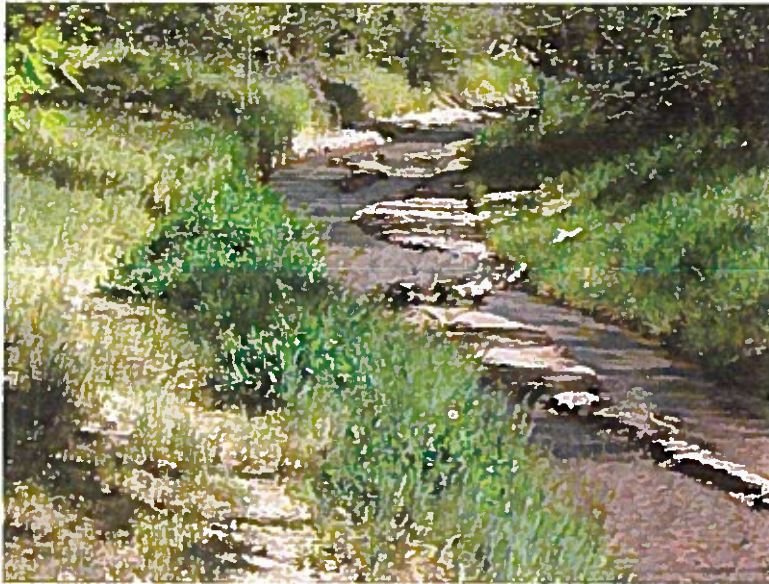
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SECTION I: INTRODUCTION





EXECUTIVE SUMMARY

INTRODUCTION

One of the main goals of this community plan is to ensure that Tesuque maintains its rural agricultural character as a distinct, viable village. Tesuque residents do not want Tesuque to become a bedroom community for Santa Fe.

Tesuque has struggled to maintain its distinctive landscape and rural quality, as Santa Fe, a city of over 68,000 within a metropolitan area of 175,000, continues to grow around it. Through this community plan and past community efforts and partnerships, Tesuque continues to reinforce its historic development patterns and maintain a healthy ecosystem, enabling a sustainable future as a small distinctive rural community.

PLAN AREA DESCRIPTION

The Tesuque Valley Community Plan Update covers the Traditional Historic Community of Tesuque located just north of the City of Santa Fe in the unincorporated area of central Santa Fe County. The plan area lies between the City of Santa Fe to the south, the Santa Fe National Forest to the east, the Pueblo of Tesuque to the north and US Highway 285 to the west. The area includes approximately 2,950 acres encompassing the Rio Tesuque and surrounding foothills. This river valley, at the base of the foothills of the Sangre de Cristo Mountains, is home to over 900 residents.

DOCUMENT ORGANIZATION

The document is divided into three sections:

Section I: Introduction & Executive Summary provides a general overview of the plan and planning process. It also provides the community context including a brief history of the area; demographic, housing, and economic trends; existing land use and development patterns; and existing zoning.

Section II: Plan Elements addresses issues of particular concerns organized under the following plan elements:

- Scenic Corridor and Roads
- Land Use, Densities and Development Patterns
- Acequias, Agriculture and Riparian Areas
- Social Trails
- Public Access to Santa Fe National Forest and Trails
- Fire Safety & Prevention
- Community Facilities
- Water Supply and Waste Water

For each element, there are goals, an overview of issues and opportunities, key information and implementation strategies. Implementation strategies are action tasks such as proposed policies, regulations, partnerships, or "next steps" needed to achieve the desired goal. Policies that may be codified in the County's land development code are identified as "Zoning Recommendations".

Section III: Implementation provides a concise guide to plan implementation. This section describes strategies intended to achieve community goals, provides a timeline for implementing those strategies and identifies appropriate funding sources (when applicable), responsible parties, and potential partners to assist with plan implementation.

PURPOSE & INTENT

The purpose of the 2013 Tesuque Valley Community Plan Update is to articulate the community's vision and goals for the future, identify and document past and recent history, describe current conditions and major trends and provide recommendations and strategies for achieving the community's vision and goals. When adopted, it will amend the Santa Fe County Sustainable Growth Management Plan as a Community Plan and replace the Rio Tesuque Community Land Use Plan adopted in 2000. It is anticipated that zoning and design regulations based on this plan's recommendations will be drafted and amend the County's land development code.

New Challenges and Opportunities

This plan update documents and addresses new and continuing challenges and opportunities facing the community. These include the extended drought, the implementation of Aamodt settlement, the recession, the proliferation of second homes in the plan area, Tesuque's proximity to the City of Santa Fe and the Santa Fe National

Forest, changes to Santa Fe County growth management policy framework, and concerns regarding code enforcement.

Each of these contextual factors has significant potential impact on Tesuque. The extended drought has raised concerns about Tesuque's heightened vulnerability to wildfire and highlighted the need for Tesuque residents to take steps to prevent wildfire and enhance the Fire District's capacity to respond to a major wildfire event. Wildfire is addressed in this plan update in the "Fire Safety and Prevention" plan element.

The implementation of the Aamodt settlement has the potential to significantly alter the community. Implementation of the settlement will involve extending water infrastructure to serve Pueblo and County residents, including Tesuque residents. Tesuque residents have expressed concern that implementation of the settlement in the plan area may impact the community's roads and detract from their scenic attributes. The implementation of the Aamodt settlement is mainly addressed in the "Scenic Corridor and Roads" plan element which recommends a high level of coordination between County Public Works Department, the Planning Division and the Bureau of Reclamation to ensure that the Pojoaque Basin Regional Water System project is in alignment and supports plan goals, objectives and projects related to the preservation of scenic attributes, increased safety, quality of life improvements and enhanced fire protection.

The recent recession and concomitant reduction in development pressure has created a window of opportunity for the community to update their community plan of 2000 in light of evolving conditions and priorities. It has also given the community opportunity to observe the impact of insufficient development regulations and enforcement. Issues related to code enforcement and community impacts from development are mainly addressed in the "Land Uses, Densities & Development Patterns" plan element.

The proliferation of second homes in the plan area has highlighted the need to revisit zoning provisions of the 2000 Tesuque Valley Community Zoning District Ordinance as well as to take steps to increase cohesion among Tesuque residents. Tesuque has experienced the impact of "amenity migrators", people who move to an area because of its unique character and natural beauty and daily visitors coming to enjoy the scenery and access the forest. The recent growth in the number of second homes in the area is pronounced. According the 2010 census, between 2000 and 2010, the population of Tesuque increased by less than 2%, while the number of homes increased by 30%. The plan primarily addresses the recession and proliferation of second homes in the "Land Use, Densities and Development Patterns" plan element and addresses cohesion among residents and shared space in the "Community Facilities" plan element.

Tesuque's proximity to Santa Fe and the Santa Fe National Forest has opened it to significant volumes of traffic from motorists, bikers, and hikers seeking to access public lands and other amenities. This plan primarily addresses visitor use impact in the "Public Access to Santa Fe National Forest and Trails" plan element.

The County's adoption of the Sustainable Growth Management Plan (SGMP) in 2010 and shift in zoning and regulations anticipated with the pending adoption of the Sustainable Land Development Code (SLDG) provides new tools and policy levers to influence future growth patterns. The update was developed to make use of these tools and to advance the planning objectives of the SGMP.

The plan update also addresses community concerns regarding code enforcement and education and community participation in governmental functions. Over many years, Tesuque residents have formed important community alliances to address concerns regarding the impact of continued development; unenforced regulations and development codes and to express their strong desire to maintain Tesuque's rural and cultural heritage. These alliances include Tesuque Valley Community Association, Rio Tesuque Acequia Association, the Tesuque Volunteer Fire District and several ad hoc grassroots organizations. While organized to address the concerns of the greater community, many Tesuque residents have been frustrated by the lack of representation in the development review planning and approval process. In response, the Tesuque Valley Planning Committee developed this plan update to address community needs, provide a policy framework for land use and zoning decisions by County officials as well as provide a guide for developers. The plan is founded on sound planning principles, reflects extensive citizen feedback and is in compliance with the SGMP.

MAJOR RECOMMENDATIONS

Major recommendations and strategies include:

- New Land Use Designations and Map with provisions based on topography and existing uses, lot sizes and patterns to ensure compatibility among various land uses, to reinforce historic patterns and protect scenic and natural resources.
- Allowing secondary dwelling units as a conditional use to support multi-generational households and aging in place.
- The establishment of a Rural Commercial Overlay Zone to support existing and appropriately located commercial establishments that provide neighborhood goods and services.
- Refinement of minimum lot size and gross density requirements that better reflect existing conditions and support rural lifestyles.
- Reaffirmation that minimum lot size and gross densities should not be adjusted down when community water and sewer systems are provided.
- General support for the on-going implementation of the Bishop's Lodge Master Plan.
- Strategies for proactive code enforcement and education.
- Strategies for preserving social trails.
- General provisions for home occupations, non-conforming uses, illegal driveways and dark night skies.
- Incentives for preserving contiguous agricultural lands and open space.
- A Scenic Corridor plan and provisions that ensure that improvements to Bishops Lodge Road and Tesuque Village Road reflect the current character while improving safety.
- Strategies for the provision of appropriate public parking for regional access to Santa Fe National Forest.
- Strategies to protect surface and ground water including waste water treatment system for the area associated with the village core and Griego Hill.
- Strategies to reduce wildfire vulnerability and enhance response capacity.
- Enhanced walking, biking, and transit opportunities.
- Strategies for enhancing the safety of Tesuque roads.
- Opportunity to create a community center in Tesuque.

- Recommendation for community members to form a committee to address land use and development issues in the planning area; to address code education and code enforcement issues; and to otherwise support implementation of the plan as a precursor to forming a Community Organization

PLANNING HISTORY & COMMUNITY OUTREACH

1974-78 Las Tres Villas
1998 Traditional Historic Community
2000 Rio Tesuque Community Land Use Plan

Background: Residents of Tesuque have been involved in planning efforts for many years starting with the Las Tres Villas planning effort of 1974-1978. Their dedication has resulted in both the designation of the area as a Traditional Historic Community in 1998, (via Ordinance 1998-6), and in 2000, the adoption of the Rio Tesuque Community Land Use Plan, (via Resolution 2000-165), and the associated Tesuque Valley Community Zoning District, (via Ordinance 2000-13). In 2010 residents recognized the need to revisit and update their community plan in light of new challenges brought on by extended drought, the Aamodt settlement, the recession, and by the County's adoption in 2010 of the SGMP and the pending adoption of the SLDC.

Spring 2011 - Fall 2011

Phase I: Initial Key Issues and Authorization: In the spring of 2011, a subcommittee of the Tesuque Valley Community Association formed and began meeting regularly to identify initial key issues and develop a survey. Through the survey, they gathered community input and confirmed the need to revisit, update and amend the community plan. Collaboration with the County began in the August of 2011 when members of the subcommittee and concerned citizens requested and received authorization from the Santa Fe Board of County Commissioners via Santa Fe County Resolution 2011-134, to begin a community planning process for the purposes of updating and amending their community plan.

Fall 2011 - Spring 2013

Phase II: Research, Analysis & Plan Development: County planning staff and the planning committee began meeting on a regular basis to research, map and analyze initial key issues and existing conditions. In May of 2012, the planning committee organized and convened a meeting with a diverse group of community members to discuss findings, review and revise community goals and objectives and identify topics to be addressed in the plan. This led to a series of meetings held over the summer, which were organized by topic and attended by key stakeholders, community partners and information providers. The outcome of these meetings established plan elements, goals and initial strategies. Over the course of the next nine months, planning staff and the committee mapped, researched and analyzed additional information, best practices and a variety of planning techniques to refine the strategies and develop a preliminary land use plan.

Spring 2013 - Fall 2013

Phase III: Community Review Draft and Final Draft Approval: In early May of 2013, the committee and the county staff hosted two community workshops to present and discuss findings and major plan recommendations in order to seek community wide input and feedback. The community workshops were advertised in the paper, on the county website and invitations were mailed to all property owners in the plan area. Over 50 people attended, providing valuable information and insight. The committee reviewed input from the workshops and incorporated it into a "Community Review Draft" which was distributed for community review on July 12th. On July 29th, 2013, the committee and county staff presented the draft plan at a community open house and met with individual community members to seek further input, answer questions and address

concerns. To encourage community review and attendance, county staff sent out informational brochures providing background information and a summary of the draft plan to all property owners in the plan area. The community presentation was also advertised in the paper and on the county website. Over 40 community members attended and provide positive feedback on the draft. On July 31st, county staff and the committee set up an informational table at the annual Tesuque Fire Station Barbeque where they provided copies of the draft plan, answered questions and recorded further input.

In September of 2013, after review and analysis of community input, the BCC Review Draft was completed and submitted to the Growth Management Director for an internal review and introduction to the Board of County Commissioners for approval as amendment to the County's Sustainable Growth Management Plan, (SGMP). **TBC**

Next Steps: Approve as
Amendment to SGMP Fall
2013

Next Steps:

The Tesuque Valley Community Plan will be implemented on an on-going basis through a variety of mechanisms including zoning amendments to the SLDC, capital improvement projects, community projects and programs. Implementation will be initiated and monitored by the community through a formal community organization as envisioned by the SGMP. Santa Fe County and other governmental agencies will have an important role as collaborators in implementation as well as supporting plan goals and objectives.

RELATED PLANS, POLICIES AND PROGRAMS

As part of the Tesuque Community Plan planning process, the following plans, policies, codes and programs were reviewed in order to understand the current policy and regulatory framework that guides development in the area and determine appropriate amendments to the framework:

Santa Fe County Plans and Ordinances directly related to the planning area:

- Tesuque Traditional Historic Community, Santa Fe County Ordinance 1998-6: Establishes Tesuque as a Traditional Historic Community under state law, a designation which prevents Tesuque from being annexed.
- Rio Tesuque Community Plan 2000: As an amendment to the County's Sustainable Growth Management Plan, the community plan provides a vision for future growth and development in Tesuque and provides policy direction for the 2000 Tesuque Valley Community Zoning District Ordinance.
- Tesuque Community Planning District (Resolution 2000-165): Adopts the Rio Tesuque Community Plan of 2000.
- Tesuque Valley Community Zoning District (Ordinance 2000-13): As an amendment to the County's Land Development Code (Ordinance 1996-10), the ordinance outlines zoning standards and other requirements for new development in Tesuque in accordance with the Rio Tesuque Community Plan and County policy.
- Community Planning Ordinance 2002-3: Outlines the goals, process, and standards for developing community plans.

Other relevant Santa Fe County Plans, Programs and Ordinances:

- Santa Fe County Sustainable Growth Management Plan (SGMP) Resolution 2010-10: Adopts the Santa Fe County Sustainable Growth Management Plan which provides policy direction for managing future growth across the County, including direction on creating, adopting, and implementing community plans.
- Santa Fe County Land Development Code (1996-10): Provides zoning regulations and standards for new development. The Land Development Code implements the County's Growth Management Plan of 1999 and includes the Tesuque Valley Community Zoning District as an amendment. The County is currently working on a comprehensive rewrite of the 1996 Land Development Code in order to implement the SGMP,
- Santa Fe County Ordinance 2001-05: Excludes properties in traditional communities from having to grant additional right-of-way for non-conforming road easements adjacent to proposed developments. The Ordinance was adopted as an amendment to the 1996 Land Development Code (1996-10) and its provisions may be repealed when the SLDC—the county's new land development code currently under development—is adopted unless the provisions are incorporated into the SLDC.
- Santa Fe County Open Space Program: The Santa Fe County Open Space Program currently manages about 161 acres of open space southeast of the planning boundary along Little Tesuque Creek. The area includes the La Piedra trail which provides a connection to the Dale Bale trail system.
- Santa Fe County Conservation Plan: Identifies opportunities and initiatives to conserve water.
- Santa Fe County Capital Improvement Plan: Guides public investment in projects to serve existing and future development.
- Santa Fe County Community Wildfire Protection Plan: Identifies areas at high-risk of wildfire including Tesuque; identifies fire mitigation programs and policies.

Regional Authorities:

- Regional Planning Authority (RPA)- A joint City of Santa Fe, Santa Fe County planning body. In the past, the RPA has had a critical role in land use, transit, and energy issues. However, currently the RPA is not active.
- Metropolitan Planning Organization (MPO)- A federally funded transportation policy-making organization responsible for programming federal transportation dollars and for transportation planning. The MPO planning area borders the community planning area to the south and the organization is involved in monitoring and addressing conditions on Bishop's Lodge Road south of the planning area.

Recognized Tesuque Valley Acequia Associations:

- Acequia Madre de Tesuque
- Acequia del Cajon Grande
- Acequia Chiquita
- Cy Moore Ditch
- Acequia Del Medio
- McCune Ditch (historic)

- Beaty Ditch (historic)
- Carsuelo Ditch (historic)
- Tesuque Pueblo Ditch

State and Federal Agencies:

- Office of the State Engineer and Interstate Stream Commission- Responsible for administering the state's water resources. The agency has had a major role in contributing to the following:
 - Jemez y Sangre Regional Water Plan- The Jemez y Sangre Regional Water Plan projects future water usage and identifies strategies to provide adequate water supply across Los Alamos County and portions of Santa Fe, Sandoval, and Rio Arriba County.
 - Aamodt Settlement- the Aamodt Settlement resolves water rights disputes among Nambe Pueblo, Pojoaque Pueblo, San Ildefonso Pueblo, Tesuque Pueblo and non-Indian water users in the Pojoaque Basin which includes the Tesuque Valley Community Plan Area. The settlement will provide financial resources for water infrastructure in Pojoaque Basin for Pueblo and County residents. The Bureau of Reclamation is currently preparing an environmental impact statement for the proposed design and building of the Pojoaque Basin Regional Water System, Santa Fe County, New Mexico. Details regarding the Aamodt Settlement and the environment impact statement, including opportunities for public involvement can be found here:
 - http://www.santafecountynm.gov/county_commissioners/daniel_mayfield/aamodt_outreach
- NM Environment Department- Administers programs and regulations to promote a healthy, high functioning environment. The agency's responsibilities include the administration of the Liquid Waste Program and Drinking Water Program.
- NM Department of Transportation- Responsible for planning a safe, integrated, and multi-modal transportation system. The agency's responsibilities include managing construction activities on state roads and highways.
- US Forest Service: Manages the Santa Fe National Forest.
- Bureau of Reclamation: Lead federal agency for managing and implementing the Aamodt Settlement.

Tesuque Pueblo:

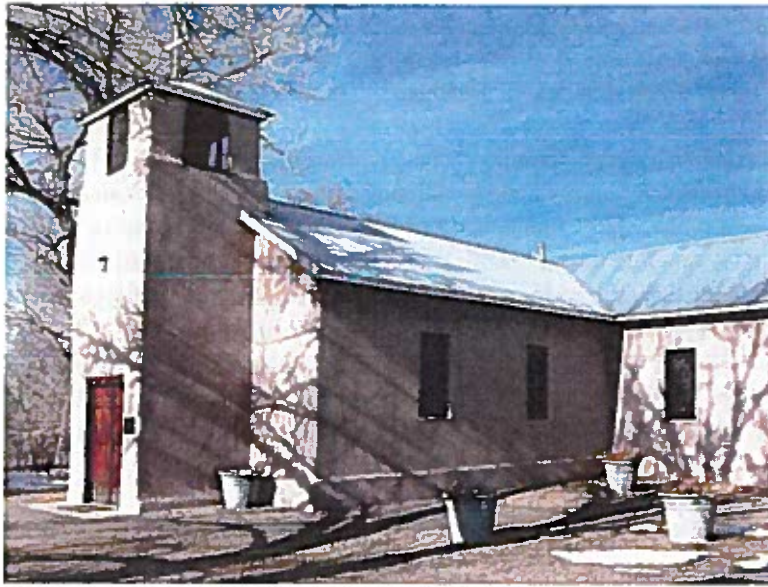
- Tesuque Pueblo is located north of the planning boundary. Tesuque Pueblo's casino, commercial, and residential development have been significant sources of economic development in the region.

RELATION TO THE 2000 RIO TESUQUE COMMUNITY LAND USE PLAN AND ZONING DISTRICT ORDINANCE 2000-13

The Rio Tesuque Community Land Use Plan was adopted by the Board of County Commissioners by resolution 2000-165 as an amendment to the County Growth Management Plan in 2000. While this plan replaces the Rio Tesuque Community Land

Use Plan, many issues, goals and strategies identified in the previous plan are still relevant today and have been brought forward in this document. Please see Appendix C for a review of the Rio Tesuque Community Land Use Plan.

The corresponding Tesuque Valley Community Zoning District Ordinance 2000-13 which was adopted and amended the County Land Development Code (1996 -10 as amended), codified much of the Rio Tesuque Community Land Use Plan and will remain in effect until a new Tesuque Community District Ordinance is adopted for this plan. Much of the 2000-13 ordinance is still relevant today. This plan identifies sections that should be brought forward as part of any new Tesuque Valley Community Zoning District Ordinance, (see Appendix A). The drafting process for a new Tesuque Valley Community Zoning District will be a collaborative effort between community members and County staff and when adopted will establish zoning and standards for the plan area.



COMMUNITY CONTEXT

This section assembles economic, demographic, land use, regulations, and historic information to provide an understanding of the community context today and how it evolved.

A BRIEF HISTORY OF TESUQUE

The name "Tesuque" is a Spanish version of the Tewa Indian 'at' unge' onwi" which means, "cottonwood place. Tesuque Village was historically part of Tesuque Pueblo which dates back at least to 900 AD. Historically, Tesuque Pueblo is noted for its exceptional pottery and for launching the initial offensive against the Spanish Colonists in 1680, which temporarily expelled the conquerors from the region.

The first of Hispanic settlement in the Rio Tesuque area occurred in 1732 after the De Vargas 'Reconquest' of 1692. In 1732, Antonia Montoya sold Juan de Benavides a piece of land containing much of what is now Tesuque. El Rancho Benavides extended from what is now the southern boundary of Tesuque Pueblo to the junction of the Big and Little Tesuque rivers between the mountain ridges on the East and West of the river. El Rancho Benavides became known as San Ysidro (the patron saint of farmers and the name still used for the local church) and later Tesuque Village. In 1752, Juan de Gabaldon obtained much of the Rio Tesuque region in a land grant from the Spanish Territorial Governor. In 1776, Fray Francisco Dominguez visited Rio de Tesuque village and documented that it contained 17 families with 94 people.

The acequias were, and are, much more than merely a means of fairly distributing crop irrigation water. In fact, the acequias are an important cultural heritage linking the whole community. In addition to providing irrigation water, acequias also supplied the community's drinking water, served as routes connecting individual habitations and through the "mayordomos" control of water rights, provided an effective political system that structured the entire village society. Land transaction and acequia records through the Spanish and Mexican periods show continued use of the valley and its water for agricultural purposes. A number of those same acequias irrigate the valley today, with

over 150 registered water users belonging to the five acequia associations of the valley. The patterns and configurations of land division and land use in Tesuque today reflect this historic acequia network and the associated agricultural uses of the past.

The watershed that encompasses the plan area is traversed by the Rio Tesuque, which has long been used by both the Native American and Spanish settlers as a route into the nearby Sangre de Cristo Mountains, for purposes of moving herds of sheep and cattle, hunting and the gathering of firewood, piñones and other food sources and raw materials. Portions of the historic trail system remain intact today and are used by both residents and nonresidents, primarily for recreational uses.

Numerous houses and buildings used for business and residential purposes undoubtedly date back to the mid-1800s. Archdiocese records date the current San Ysidro de Tesuque sanctuary at 1886. The Tesuque Elementary School began serving this community and neighboring communities in 1930 and is one of the oldest schools in the Santa Fe Public School system. In 2005, a new school was built on the site incorporating most of the old building. Bishop's Lodge Resort and Spa, was initially purchased and developed as a personal retreat by Archbishop Lamy in the mid-1800s and many of the historic buildings, have been preserved; most notably the Archbishop Lamy Chapel which recognized on the National Register of Historic Places.

In the 1950's, 60's and 70's the community continued to flourish as a distinct rural community with a rich mix of agriculturally based uses which included:

- A tree nursery
- Apple orchards
- Custom butcher shop
- Iris farmers
- Williams Chicken Ranch
- Harvey family egg and dairy production for La Fonda
- Trout ponds for fish raised and delivered to Lamy to be served on the Santa Fe Super Chief
- Mushroom growers
- Vegetable gardens
- Irrigated pastures for livestock

Although there are fewer small farms and agricultural uses have downsized, the lives of the current area residents are still intermeshed through many of these environmental, economic, cultural and historical commonalities. Numerous rural endeavors are seen in the community today:

- beekeepers
- Apple and mixed fruit orchards
- Peacock and chicken owners
- Aspiring vintners and distillers
- Vegetable gardens
- Irrigated pastures for horses and other livestock

The late 1970s through the present brought a wave of newcomers seeking a rural lifestyle close to amenities that the City of Santa Fe offered. Contemporary subdivision began to develop on the hills that encompass the valley and new home sites were developed on the valley floor.

DEMOGRAPHICS, HOUSING AND EMPLOYMENT

According to recent census data, total population growth for the Tesuque Census Designated Place, (CDP) which is congruent with the planning area, has been relatively low for the County. Between 2000 and 2010 the population increased from 909 to 925 people representing a 2% increase over the decade. However, growth in the number of housing units is extremely high for the County. According to the census data, the numbers of residential units increased by 33% in the same period while the number of vacant housing units increased by 131%. This most likely represents a substantial increase in vacation and or second homes and the build out of homes associated with the Bishop's Lodge Resort, (see Figure 1 Census Data, page 16)

Residents of Tesuque have grown older in the last decade. In 2010, 23% of the population was 65 years or older representing a 52% increase since 2000 and less than 9% of the population was under the age of 18 representing a 41% decrease since 2000. Continued increases in the elderly population may increase the need for services in the area.

According to American Community Survey 5-year estimates, Tesuque has lower unemployment rates and a larger percentage of its residents in the workforce than Santa Fe County as a whole, including the City of Santa Fe. Tesuque's median annual household income of \$105,538 is nearly double the City and County median annual household income of \$53,698. However, although Tesuque may be regarded as affluent, an estimated 8% of households in the community have incomes of less than \$14,999. The community recognizes diversity as an indicator of a healthy, resilient community and is strongly committed to maintaining economic diversity.

The limited amount of commercial development and community services in the planning area limits employment opportunities available within the community. Most working residents travel outside the community for work. The average commute time of 24 minutes is only about 4% higher than in Santa Fe County as a whole. A higher percentage of Tesuque residents work from home (15.8%) than do all County and City residents (9.7%).

Major employers in the planning area are listed below. In addition to these employers, a number of Tesuque homes employ a significant number of people. The number of employee associated with each of the major employers in the planning area is as follows:

- Bishops Lodge Resort- 85
- Tesuque Elementary School- 21
- Santa Fe Mountain Center- 18
- Shidoni Foundary and Galleries- 25
- Tesuque Glass Works- 4
- Tesuque Village Market- 25
- Green Galleries- 3
- Holistic Center-2-4
- Post Office- 3
- El Nido (currently closed)
- San Ysidro Church- 1

| Tesuque CDP Census 2000 & 2010 | | | | | | |
|--------------------------------|---------------|-----------------------|---------------|-----------------|-----------------------------------|--------------------|
| Population | | | | | | |
| | 2000 | | 2010 | | Change 200-2010 | |
| | no. of people | % of total population | no. of people | % of population | change in no. of people 2000-2010 | % change 2000-2010 |
| Total Population | 909 | N/A | 925 | N/A | 16 | 2% |

| Ethnicity | | | | | | |
|------------------------|---------------|-----------------------|---------------|-----------------|-----------------------------------|--------------------|
| | 2000 | | 2010 | | Change 200-2010 | |
| | no. of people | % of total population | no. of people | % of population | change in no. of people 2000-2010 | % change 2000-2010 |
| Hispanic or Latino | 324 | 36% | 252 | 27% | -72 | -22% |
| Not-Hispanic or Latino | 585 | 64% | 673 | 73% | 88 | 15% |

| Age | | | | | | |
|-----------|---------------|-----------------------|---------------|-----------------|-----------------------------------|--------------------|
| | 2000 | | 2010 | | Change 200-2010 | |
| | no. of people | % of total population | no. of people | % of population | change in no. of people 2000-2010 | % change 2000-2010 |
| Under 18 | 134 | 15% | 79 | 9% | -55 | -41% |
| 18 & over | 776 | 85% | 846 | 91% | 70 | 9% |
| 20-24 | N/A | N/A | 36 | 4% | N/A | N/A |
| 25-34 | N/A | N/A | 61 | 7% | N/A | N/A |
| 35-49 | N/A | N/A | 149 | 16% | N/A | N/A |
| 50-64 | 263 | 29% | 381 | 41% | 118 | 45% |
| 65 & over | 141 | 16% | 214 | 23% | 73 | 52% |

| Housing | | | | | | |
|------------------------|--------------|------------------|--------------|------------------|----------------------------------|--------------------|
| | 2000 | | 2010 | | Change 2000-2010 | |
| | no. of units | % of total units | no. of units | % of total units | change in no. of units 2000-2010 | % change 2000-2010 |
| Total Housing | 541 | N/A | 718 | N/A | 177 | 33% |
| Occupied Housing | 455 | 84% | 519 | 72% | 64 | 14% |
| Vacant Housing | 86 | 16% | 199 | 28% | 113 | 131% |
| Owner Occupied | 307 | 67% | 341 | 66% | 34 | 11% |
| Renter Occupied | 148 | 33% | 178 | 34% | 30 | 20% |
| Occasional Use Housing | N/A | N/A | 139 | 27% | N/A | N/A |

FIGURE 1 TESUQUE CENSUS DATA, 2000 & 2010

EXISTING LAND USE AND DEVELOPMENT PATTERNS

The planning area consists of primarily single family residential uses on rural lots ranging from less than a 1/2 acre to 40 acres, (see: Existing Land Use & Zoning Map on page 20). Most residences rely on septic systems and use domestic wells or community wells drawing on ground water. Residential development on the valley floor and on Griego Hill have remained consistent with the historic acequia development pattern that accommodates houses while preserving land for small scale farming and gardening sited for irrigation by the acequias. Lots associated with the western foothills reflect contemporary subdivisions patterns and range in size from 2.5 acres to 12.5 acres. The eastern foothills, adjacent to the Santa Fe National Forest, host several large lot estates and horse properties. There are also a limited number of condominiums scattered throughout the planning area and two trailer parks located off of Tesuque Village Road which houses 20 - 24 units.

Commercial development is limited to Bishop's Lodge Resort and Spa in the southern portion of the plan area and a few small establishments located at or near the intersection of Bishops Lodge Road and Tesuque Valley Road:

- Green Galleries- gallery which includes an outdoor sculpture collection and art consultant service.
- Tesuque Village Market- Includes a full-service restaurant and small grocery store.
- Potential El Nido Restaurant (currently closed but potential for reopening)

There are numerous businesses and home occupations throughout the plan area. The following commercial businesses are notable:

- Shidoni Foundry- Bronze metal foundry with weekly demonstrations that are open to the public.
- Shidoni Galleries- Gallery which includes an outdoor sculpture collection.
- Tesuque Glass Works- Gallery and studio with an apprentice program for emerging glass artists and daily glass blowing demonstrations.
- Santa Fe Mountain Center- Administers a program to provide experiential learning opportunities for at risk and marginalized youth, a harm reduction, needle exchange program, STD and HIV prevention programs, and training and youth organizing for native communities.
- Holistic Center- A medical clinic which specializes in pain management, holistic cardiology and internal medicine.

Community facilities and services include the Tesuque Volunteer Fire Department, the U.S. Post Office, Tesuque Elementary School, San Ysidro Church and Cemetery, and the various acequia associations.

EXISTING ZONING

Many of the standards, guidelines and regulations from the Tesuque Valley Community Zoning District SF County Ordinance 2000-13, as well as new regulations & standards

needed to implement land use recommendations of this plan, will be brought forward as part of a future Tesuque Valley Community Zoning District. This section summarizes **existing zoning (2013)**, established by the Tesuque Valley Community Zoning District 2000-13, (see complete ordinance in Appendix A). The area has two zoning classifications: The Tesuque Traditional Village Zone which covers most of the development on the valley floor including a commercial node in the village core and the Basin Fringe Zone which covers most of the residential development on the hills surrounding the valley floor.

Tesuque Traditional Village Zone

The boundaries of the Traditional Village Zone follow the general boundaries established for the Tesuque Traditional Community District in the 1980 Comprehensive Plan. (See: Existing Land Use & Zoning Map on page 20). The zoning boundary provides a generalized area covering most of the valley floor but is not tied to any geographic feature, parcel boundaries or legal description.

Permitted Uses: This is a mixed-use traditional community zone with different standards for regulating residential and commercial uses:

Commercial uses are allowed anywhere in the zone with the following conditions:

- Minimum .75 acre and 1.5 acre maximum lot size.
- Maximum 20% lot coverage which includes roof area of all structures, parking areas and driveways.
- Performance standards for Rural Character, (see complete ordinance in Appendix A).

There is a preference but no requirement for commercial development to locate within the commercial node described as a 500' radius from a point on CR 73 midway between the intersections of CR 73/CR73 A and CR73/ Griego Road, (See Existing Land Use & Zoning Map page 20).

Residential uses are allowed anywhere in the zoning district with the following conditions:

- 1 dwelling unit is permitted per acre, (minimum lot size is 1 acre. However in meeting performance standards density transfers are allowed which can result in smaller minimum lots sizes).
- 2 dwelling units are permitted on lots of 1.5 acres or larger with advanced liquid waste system.
- Lot coverage = 20% = total roof area of principle and accessory structures.

Minimum lot size shall not be adjusted down when community water and sewer systems are provided except:

- Protection of open space / agricultural lands, (see Appendix A for full ordinance).
- Affordable housing, (see Appendix A for full ordinance).

Tesuque Basin Fringe Zone

The Tesuque Basin Fringe Zone includes the remaining areas outside of the Tesuque Traditional Village district but within the Tesuque Valley Community Zoning District. The boundaries of this zone are not parcel based and the majority of lots are non-conforming under the minimum size regulation of the current ordinance.

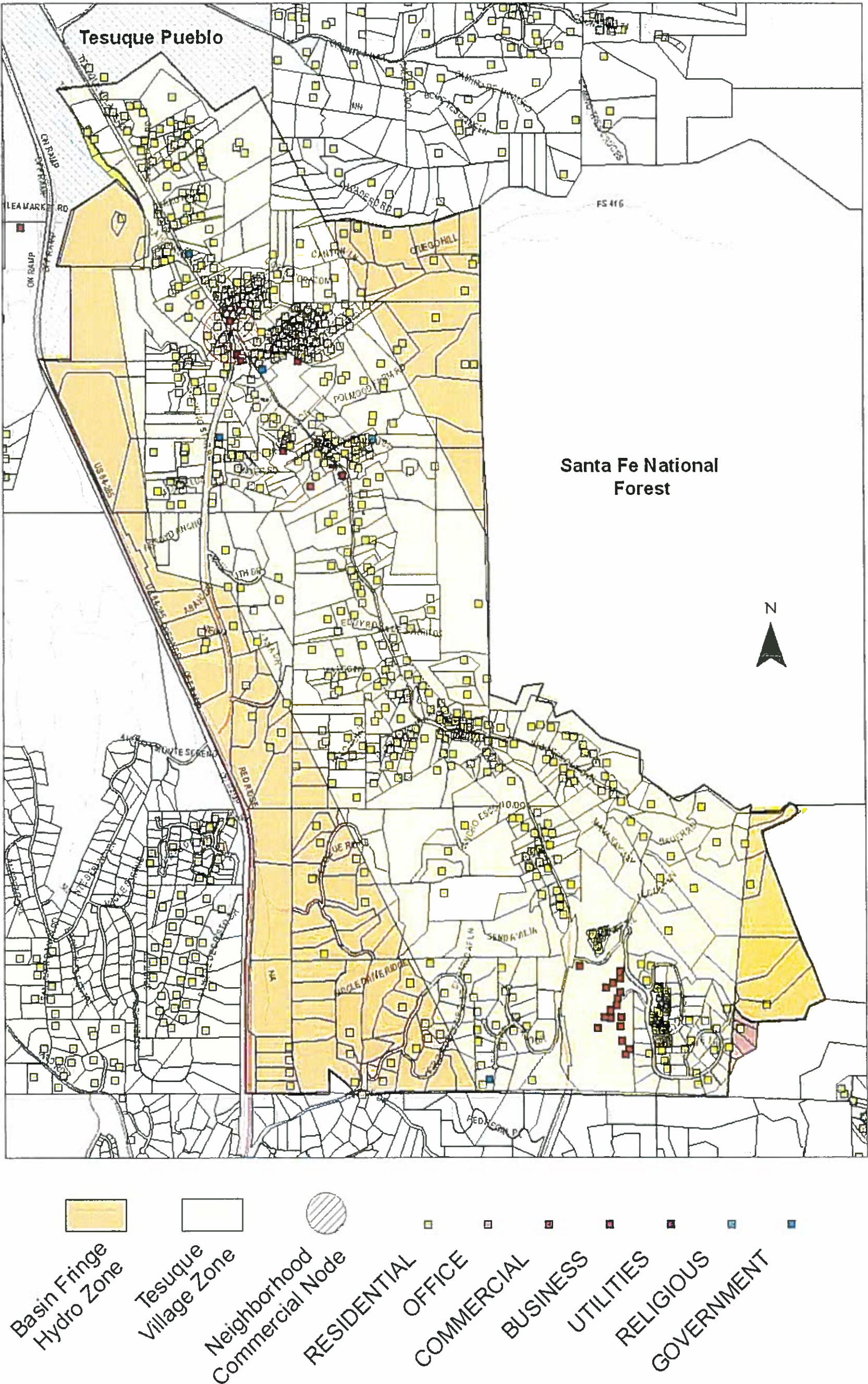
Permitted Uses: this zone is primarily residential due to its reference to the Basin Fringe Hydro Zone but it does not rule out commercial uses so it is assumed that commercial uses would follow same regulations stated above. Residential Uses are allowed anywhere in the district with the following conditions:

- Lot size requirements are based on Article III, Section 10 for Basin Fringe Zone
 - Min 12.5 acres
- Lot size shall not be adjusted down when community water and sewer systems are available except as noted above.

Tesuque Scenic Highway Corridor

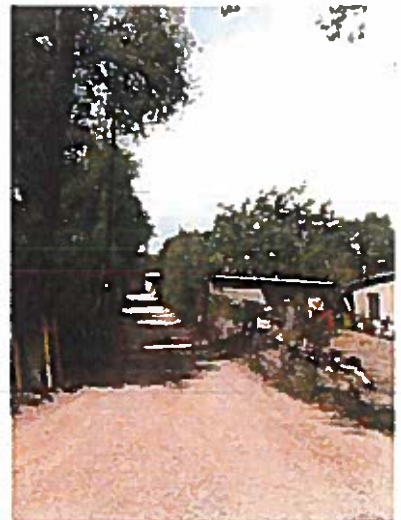
It should be noted that the Tesuque Valley Community Zoning District (Ordinance 2000-13) also established a Tesuque Scenic Highway Corridor for lands adjacent to US 84/285 which provided standards for a 300' noise impact setback and allowed berms and landscaping to mitigate noise levels. The noise impact regulations are viewed as irrelevant due to the reconstruction of US 285 which mitigated highway noise levels.

FIGURE 2 LAND USE & ZONING (EXISTING 2012)

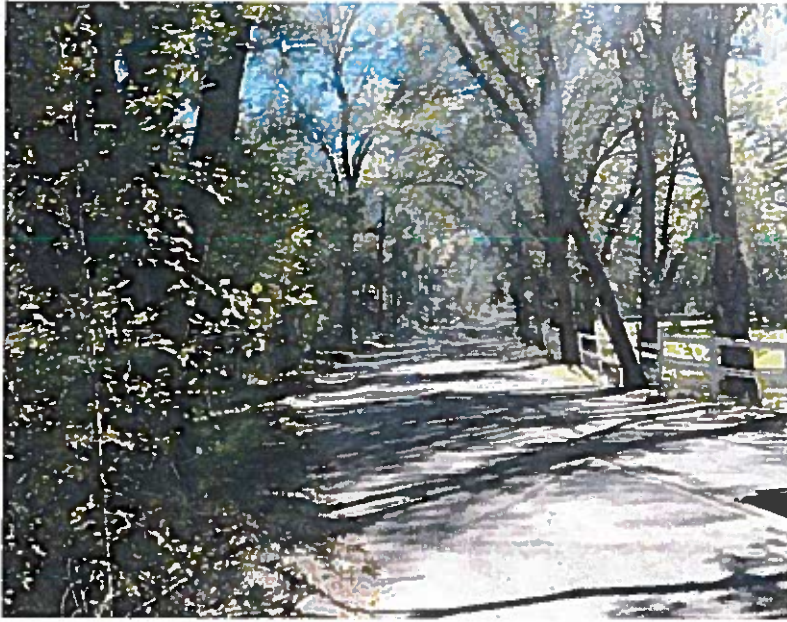


Land Use & Zoning Map (Existing 2012)

SECTION II: PLAN ELEMENTS







Scenic Corridor and Roads

Bishop's Lodge Road and Tesuque Village Road provide a scenic corridor, a spine through the community that connects us to our history and to each other. Preserving this unique corridor as well as our network of traditional narrow roads supports our rural lifestyles and the historic character of the valley.

INTRODUCTION

As with many roads that weave through traditional communities in northern New Mexico, Bishop's Lodge Road has all the characteristics of a winding, historic country road that could be found in Europe. Tesuque residents are committed to maintaining this aesthetic, complete with its over-arching tree canopy, narrow and curving road surface, and lack of paved road shoulders.

Bishop's Lodge Road and the Tesuque Village Road form the spine of Tesuque and connect the long narrow valley that follows the contours of the Tesuque River. Low speed limits are appropriate and necessary given the number of curves in the road, and limited sight distance in many areas.

Rights-of-way for acequias and the natural channels of streams, creeks and arroyos that adjoin or cross the road must also be maintained and respected. Because of visibility and safety concerns as well as the desire to maintain a visual connection to the pastures, orchards and natural features of the landscape, residents want to encourage owners of land along these roads to build appropriate walls and fences.

Equestrians, pedestrians and cyclists use the Scenic Corridor to connect with their neighbors, the post office, the market, the elementary school, the forest and even the City of Santa Fe. Increasing safety for all users while preserving the rural character of the Scenic Corridor requires low impact intervention in specific locations.

SCENIC CORRIDOR AND IMPLEMENTATION OF THE AAMODT SETTLEMENT

Protect the intrinsic qualities of the Scenic Corridor from impacts of the project.

There is concern that when the Aamodt Settlement is implemented in the planning area, the historic rural character of the Scenic Corridor will be degraded or completely lost, that the road will be widened and that the trees, acequias and natural features along the way will be destroyed.

Due to the significance of the Scenic Corridor to the community, every effort should be made to seek alternative alignments for the water lines associated with the Aamodt settlement. However, in the event that proposed alignment of the pipes through the plan area results in Tesuque Village Road and Bishop's Lodge Road being dug up and reconstructed, the objective of this plan is to affect the design and timing of the project to limit impacts to the Scenic Corridor and seek improvements that are aligned with plan goals and objectives

Implementation Strategies

- Adopt Tesuque Scenic Corridor Road Policy and Standards that provide for the preservation and maintenance of features that contribute to the rural character of the corridor including narrow roadway with minimum paving, adjacent acequias and stream beds, and mature trees and landscaping.
 - Conduct a road survey that maps cultural resources, important scenic features including heritage trees and tree canopies, existing roadway widths and rights-of-way. Develop preservation standards for implementation through a Scenic Corridor Overlay Zone which will establish permit conditions for all new road construction and improvement projects.
 - Work within the existing right-of-way and maintain current narrow lane widths and limited pavement. Limited expansion should only be considered in order to provide on-road bike lanes and pedestrian paths in locations described below and identified on the Scenic Corridor Schematic Plan, (See page 30)
 - Using context sensitive design principles; identify the various area types along the Scenic Corridor and draft a series of road cross sections that reflect the existing conditions in order to guide appropriate road design and maintenance standards for future County road improvements and maintenance projects.
-
- Reclassify Bishop's Lodge Road (73A) from the City Limits to its terminus at the intersection of Tesuque Village Road as a Major Collector Rural.

- Through the County Public Works Department and Planning Division, communicate community plan goals, objectives and projects to the Bureau of Reclamation throughout the design and construction of the Pojoaque Basin Regional Water System including their preparation of the Environmental Impact Statement (EIS).

CARS, BICYCLES, PEOPLE AND WILDLIFE

Increase safety for all users while preserving the rural character of the scenic corridor with low impact focused intervention in specific locations.

Bishop's Lodge Road and Tesuque Village Road are single purpose roads designed to serve motor vehicles. There has been an increase in pedestrians, equestrians, wildlife and particularly cyclists on the roads. They have become an expected part of the speed control and mood change for motorists. However, certain sections remain dangerous for all users. This is due to a combination of traffic exceeding the posted speeds, driveways with limited visibility, narrow road widths, unmarked and unmitigated wildlife corridors, poor road conditions and in some places steep and curvy road configuration.

Implementation Strategies

Transition Zones – Slowing Traffic Down

There is a need to slow down traffic entering Tesuque from the north and west on Tesuque Village Road and from the south on Bishop's Lodge Road and make drivers aware that they are entering into a traditional village area with slower speeds, narrow rural roads and the occasional walker, cyclist and horseback rider. Additionally there is a need to slow traffic on approach from the north to the Tesuque Elementary School.

- Analyze and implement appropriate traffic calming measures including additional signage, striping, edge treatments, at-grade reflectors and sharrows for transition zones between the higher speed areas, 50 MPH - 35MPH, associated with traffic coming into the valley on Bishop's Lodge Road and Tesuque Valley Road and the slower speed areas, 25 MPH, associated with the traditional historic community.
- Identify and implement appropriate traffic calming measures to increase safety for pedestrians and cyclists at the intersection of Bishop's Lodge Road (CR 72A) and Big Tesuque Canyon.

Bike Routes and On-Road Bike Lanes

Several options should be considered to alleviate the fear and potential danger resulting from car and cyclist sharing dangerous sections of the road.

- Connect cyclists to the City of Santa Fe and surrounding areas through a formalized bike route to follow Tesuque Village Road to US 285 west frontage to connect with Tano Road and Camino Encantado, both of which are designated bike routes.
- Support SGMP and CIP directive to establish an on-road bike lane on Tesuque Village Road by "retrofit through widening" on the northern section, and "retrofit through striping" on the southern section.
- Keep speed limits low on Bishop's Lodge Road to accommodate an in-traffic bicycle route from its intersection with Tesuque Village Road to the intersection with the south entrance of Bishop's Lodge Resort.

- Support an on-road bike lane for a limited section of road on Bishop's Lodge Road to provide the ability for southbound vehicles to pass cyclists biking up the steep climb from approximately the entrance of Bishop's Lodge Resort to the top of the hill.
- Amend the SGMP to remove or change the Future Roadways Map and language that refers to Bishop's Lodge Road as a "priority 2" for "retrofit through widening".

Pedestrian Circulation in the Village Core

The village core is centered at the intersection of Bishop's Lodge Road and Tesuque Village Road and includes small-scaled commercial and community development. The lack of safe pedestrian connections limits community members from walking to, from and in-between the post office, the school and the village market. Currently most people walk along the very narrow shoulders of the road way and find portions of the walk particularly difficult due to the guard rails. Within the village core area, the existing road right-of-way associated with Tesuque Village Road varies from approximately 130' at its widest to approximately 65' at its narrowest. The right-of-way associated with Bishop's Lodge Road varies between approximately 25 feet and 40 feet. With appropriate design both rights-of-ways may accommodate safe pedestrian paths.

- Develop a pedestrian circulation plan that establishes safe pedestrian connections and crossings between the elementary school, the Village Market, the RTD Blue Route Transit stops and the post office and which includes appropriate traffic calming measures.
- Analyze and implement traffic calming measures to slow down traffic as it approaches the Tesuque Elementary school from the south on Bishop's Lodge Road.

Equestrian Uses

Tesuque roads and shoulders are occasionally used by people on horseback primarily on their way to access local and Santa Fe National Forest trails. There is a need to identify specific routes that are aligned with roads and address safety concerns associated with the mix of roadway users and equestrians.

Wildlife Crossings and Corridors

There are several areas in the Scenic Corridor where wildlife crossings often result in conflict with auto traffic. Some of these locations are well-known by the community and are shown on the Scenic Corridor Schematic Plan page 30.

Minimize conflict between traffic and wildlife.

- Coordinate with wildlife conservation organizations, state and federal agencies to determine high frequency wildlife crossing areas within the plan area and adopt Best Management Practices plan for wildlife control and crossing.
- Road drainage design and improvements should consider conjunctive use by wildlife.

Dangerous Curves

Specific sections of Bishop's Lodge Road are dangerous due to sharp curves and cars driving faster than the posted speed, including the area just north of the Bishop's Lodge Property at the "S" curve and the curve at the intersection of Big Tesuque Canyon.

- Analyze a variety of approaches to increase safety without widening the road.

DRAINAGE AND EROSION

Difficult terrain, road design and lack of preventative maintenance on both county and privately maintained roads has caused or contributed to soil erosion, impaired road surface and degradation of adjacent properties, stream beds and acequias.

Reduce drainage and erosion problems along Bishop's Lodge Road, Griego Hill Road and resulting degradation of adjacent properties while maintaining the rural character of the existing road profile.

Implementation Strategies

- Develop a comprehensive storm water management plan for the village core area
- Implement Low Impact Development (LID) best practices and preventative maintenance practices on all future county road improvement and maintenance projects in the plan area.
- In general, use bar ditches in lieu of curb and gutter.

ILLEGAL AND DANGEROUS DRIVEWAYS

Existing illegal and dangerous driveways continue to pose a danger to vehicles, cyclists, pedestrians and equestrians.

Implementation Strategies

- Require all future county road improvement and maintenance projects to inventory all driveways within the project area and include improvements to mitigate existing illegal or dangerous driveways.
- Establish enforceable standards including thorough inspection processes to prevent future problem driveways, (see Enforcement page 48)

BRIDGE IMPROVEMENT/ REPLACEMENT

The bridge on Big Tesuque Canyon just beyond the intersection with 72 A may be unsafe due to its age and deteriorating condition. It should be assessed to determine its condition and provide appropriate mitigation measures.

DARK NIGHT SKY LIGHTING STANDARDS

Preserve the true natural night sky that our ancestors enjoyed.

As a rural road, road lighting in the corridor is minimal and should remain that way.

New road lighting should only be considered at key intersections and should be limited to lighting created for the purpose of enhancing pedestrian and traffic safety during evening hours.

Implementation Strategies

- All new road improvement or maintenance projects (private and public) in the plan area should exclude roadway lighting except as needed at key intersections.

Zoning Recommendations

- Develop rural roadway lighting standards that conserve energy and protect the night sky.
 - LEDs should be preferred or required over other lamp types.
 - All lighting should be shielded

REGIONAL TRANSIT STOP

Accommodate aging-in-place goals by supporting transit options for community members.

The North Central Regional Transit District (NCRTD) provides bus services to City of Santa Fe to and from many small communities in the region. Recently, NCRTD established two transit stops within the plan area: One close to the Tesuque Valley Market and another just south of the post office within county right-of-way. Both transit stops should eventually be improved to provide shade and seating and be included as important destinations in the pedestrian circulation plan.

OVERHEAD UTILITIES

Enhance the character of the Scenic Corridor and reduce the risk of accidents, fire and the danger of downed electric wires by converting overhead lines to underground.

Utility distribution lines mounted on utility poles following road alignments in the Scenic Corridor detract from the scenic quality and pose fire risks to the community. There may be opportunities to convert overhead utilities in the Scenic Corridor to underground utilities as part of the Aamodt Settlement implementation or future road and utility improvement and maintenance projects.

Implementation Strategies

- Adopt policy for the conversion of overhead utilities to underground utilities as part of new road or utility improvement or maintenance project.
- In measuring the benefits of underground utility lines, consider safety and harder to measure intangibles of quality of life concerns and scenic character. Costs should be considered from the perspectives of consumers, the utility providers, and the county. Cooperative funding should be from all entities.

Zoning Recommendation

- Require all future road and utility improvement and maintenance projects in the Scenic Corridor to inventory overhead utilities and work with utility providers to convert overhead utilities to underground utilities.

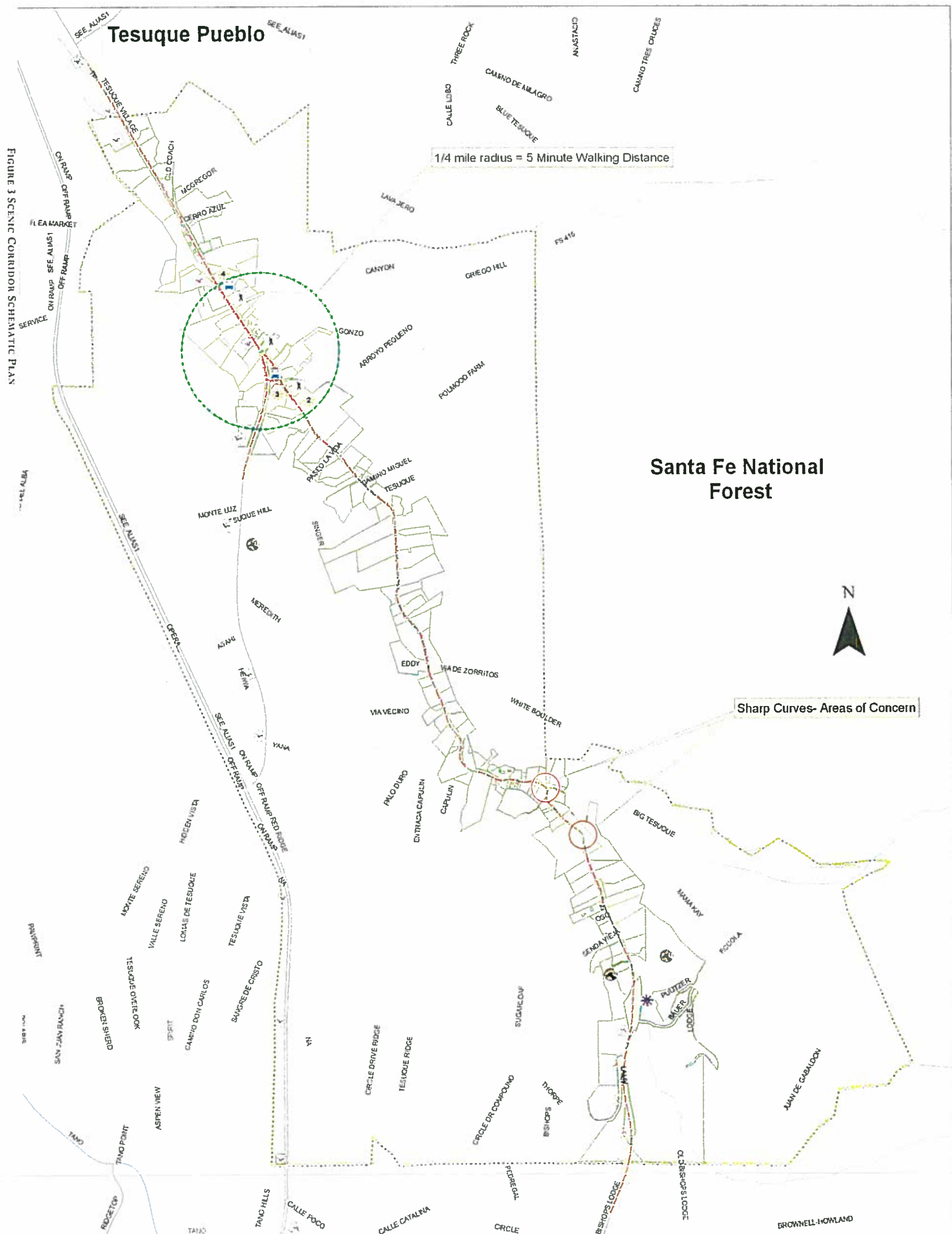
PRIVACY FENCES AND WALLS ALONG THE SCENIC CORRIDOR

Accommodate both visual privacy needs on private property and a more open scenic corridor.












The proliferation of privacy fences and walls abutting Bishop's Lodge Road and Tesuque Village Road has decreased visual connections to the scenic natural and historic agricultural landscape and detracts from rural character. Privacy fences and walls impede the view and reduce the sense of openness. However, it is important to recognize that the Scenic Corridor traverses several distinct environments distinguished by land uses, topography and historic development patterns. In some areas there is very limited setback area for walls and fences.

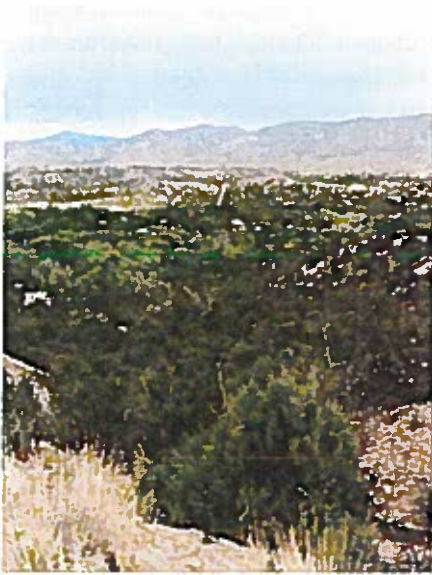
Implementation Strategies

- A 25 foot design overlay zone should be established on properties that abut Bishop's Lodge Road and portions of Tesuque Village Road that are in the Scenic Corridor in order to provide design standards and guidelines for new fencing, walls, building setbacks and terrain management.
- Conduct a survey to determine area types and identify unique contextual elements that influence wall and fence design. Based on the survey, develop appropriate setback and design standards for walls and fences. Resulting standards should vary depending on area type. This can be done in conjunction with recommended road survey, (see above section, "Scenic Corridor and Implementation of the Aamodt Settlement").
- Provide current and existing property owners with graphic examples of various walls, fencing, and landscaping alternatives that can accommodate both visual privacy needs on private property and a more open scenic corridor.
 - Encourage fencing and walls that do not interfere with public views.
 - Fencing and walls adjacent to the corridor should be constructed of materials that will complement the surrounding scenic resources and, where feasible, be combined with landscaping.
 - Chain link and plank board fencing is discouraged.
- Enforce current regulations pertaining to fencing and walls on properties that did not get proper permits. Note: many walls and fences may have been in existence before the code and should be legal non-conforming.



TVCP SCENIC CORRIDOR SCHEMATIC PLAN

- | | | | | | |
|---|-----------------------------------|---|--|---|--|
|  | TVCP Plan Area Boundary |  | Proposed On-Road Bike Relief Lane: Retrofit through road widening |  | Proposed Cyclists Parking: County ROW |
|  | Tesuque Valley Scenic Corridor |  | Proposed On-Road Bike Lane: Retrofit through restriping |  | Tesuque Elementary School |
|  | Existing RTD Stop |  | Proposed Pedestrian Paths |  | Tesuque Village Market |
| | |  | Wildlife Crossings |  | U.S. Post Office |



Land Uses, Densities & Development Patterns

The traditional community pattern is based on the acequia systems, small farms, rural roads, the natural terrain, small scale buildings and self-sufficiency. New development and land uses should reflect the existing unique character of Tesuque and support aging in place, rural lifestyles and the ability to enjoy the quiet tranquility of this place.

INTRODUCTION

This section identifies issues, objectives and strategies pertaining to land uses, densities, development patterns, home occupations and code enforcement. The overall goal of preserving the existing land uses, development patterns and densities stems from the consistent refrain of “we want Tesuque to remain the way it is today!”

It provides land use designations and map, (see page 42) and corresponding general provisions to address the following issues:

- Review of the land use element of the SGMP and the Rio Tesuque Community Land Use Plan revealed the need to establish and map land use designations that more closely reflect existing land uses, densities and development patterns.
- Home occupations and non-conforming uses over the years have evolved into commercial developments without appropriate oversight of impacts to adjacent property owners and the community at large.
- The lack of County oversight and enforcement of the nuisance regulations, (Ordinance 2009-11), zoning standards and terrain management regulations has led to negative impacts on the natural environment, residents and overall community welfare.

- There is an opportunity to support traditional family living arrangements, aging in place and mixed income objectives without additional land divisions by allowing “secondary dwelling units” that are appropriately located, sized and provided with high performing septic /wastewater treatment.
- There is an opportunity to encourage and incentivize the preservation and assembly of agricultural and open space lands.

LAND USE MAP & DESIGNATIONS

The land use designations as identified on the map and general provisions below are intended to provide guidance for future land use decisions and a basis for establishing zoning anticipated with the adoption of SLDC and a Tesuque Valley Community Planning District Ordinance. The map and designations delineate areas based on topography, existing lot sizes and patterns, compatible land uses, and appropriate locations for commercial and mixed-use development. General uses, densities, and development standards are described. Development types, such as family compounds, secondary dwelling units and clustered developments are identified for some of the designations with the anticipation that development standards will be drafted as part of the ordinance.



TVCP GRIEGO HILL TRADITIONAL VILLAGE DISTRICT

Griego Hill is probably the oldest continually occupied residential area in Tesuque and now its most densely settled. The elevated area comprises approximately 72 acres and is located close to the intersection of Tesuque's two main roads, the elementary school and the small commercial area. As such, it is the center of the valley and the village.

The homes on Griego Hill are served by a community water system that was established in 1974, as the result of an early planning effort that had identified the need for a clean water source as family holdings had been divided into increasingly smaller lots.

The Griego Hill Traditional Village District should continue to reflect the unique historic development patterns of the old village with a mixed pattern of lot sizes and shapes and housing types. It should remain as a primarily single-family residential district consistent with historic options for compact residential development including clustered housing, family compounds and secondary dwelling units. Community facilities, institutional uses, agricultural uses, and home occupations that are residential in scale should continue to be allowed anywhere in the district.

The average lot size is .47 acres with over 75% of the lots being less than 3/4 acres; well below the minimum lot size of 1 acre prescribed for the area in the Tesuque Valley Traditional Community Zoning District (Santa Fe County Ordinance 2000-13). In order to maintain rural character and ensure that septic tanks will not contaminate ground water, new land divisions should not create lots that are less than 3/4 of an acre.

In the case of new development on an existing legal lot of less than 3/4 acre, (established prior to the adoption of this plan), development permits should only be issued in conjunction with high performing septic systems or connection to a community wastewater systems, (see Water & Wastewater section page 62, for further recommendations).

Secondary dwelling units should be allowed as a conditional use on lots with $\frac{3}{4}$ acres or more limited to one secondary unit per lot. Design standards and provisions for secondary units should be developed and codified as part of the Tesuque Valley Community Zoning District, (see General Provisions, page 43 for zoning recommendations related to secondary units).

The El Nido Restaurant (closed at the time of plan draft) is the only commercial establishment located in this designation. Any new commercial uses or expansion of the establishment should meet objectives of the Tesuque Rural Commercial Overlay, (see below).

Structure height up to 26 feet on slopes less than 15% should be permitted with the following conditions:

- Second story area limited to 65% of ground floor footprint.

Structure height on slopes greater than 15% and/or on ridgetops; as regulated per Rio Tesuque Ordinance 2000-13, (see General Provisions, page 43).

Performance based setbacks reflecting the historic patterns of Griego Hill should be established as part of the future zoning regulations.



TVCP TESUQUE VALLEY DISTRICT

The area along both the Big and Little Tesuque Rivers is recognized as the green heart of the plan area and the feature that differentiates Tesuque from other areas. It encompasses more than 850 acres and represents much of Tesuque's historic and agricultural past, as well as the community's hopes for continued agricultural use in the future. Preservation of this area as rural and open is tied to the need to keep the lands available and suitable for pastures, orchards and other agricultural uses; and to the preservation of the acequias.

Uses should be limited to single-family residential development, agricultural related uses, home occupations and small scale commercial uses centrally located near the intersection of Bishop's Lodge Road and Tesuque Village Road. This central location should continue as a neighborhood scaled commercial node. New commercial uses or expansion of existing uses should meet objectives and requirements of the Tesuque Rural Commercial Overlay, (see below).

Average lot size is approximately 2.42 acres with the majority of lots, (51%)being greater than 1.5 acres.

A minimum lot size of 1.5 acres should be established with incentives for the preservation of contiguous open space or agricultural lands of 3 acres and larger, (see Acequia and Agriculture section, page 49).

Options for clustering involving density transfers should not exceed the gross density of 1 dwelling unit per 1.5 acres. Design standards and provisions for clustering should be developed and codified as part of the future Tesuque Valley Community Zoning District.

Secondary dwelling units should be allowed as a conditional use on lots with 1.5 acres or more limited to one secondary unit per lot. Design standards and provisions for secondary units should be developed and codified as part of the Tesuque Valley Community Zoning District, (see General Provisions, page 45 for zoning recommendations related to secondary units).

Structure height up to 26 feet on slopes less than 15% should be permitted with the following conditions:

- Second story area limited to 65% of ground floor footprint.

Structure height on slopes greater than 15% and/or on ridgetops; as regulated per Rio Tesuque Ordinance 2000-13, (see General Provisions, page 45).

Performance based setbacks reflecting the historic patterns of Griego Hill should be established as part of the future zoning regulations.

TVCP RESIDENTIAL ESTATE DISTRICT

The Residential Estate District is designated for properties in the Planning Area that are situated on a flat ridge above the valley floor adjacent to Bishop's Lodge Hills Subdivision and accessed by either Mama Kay Way or Eccola Lane or Bauer Road.

The area is comprised of residential properties which have recently been subdivided through the family transfer process. Lot sizes currently range between 1.4 acres to 7.5 acres with an average lot size of approximately 3.2 acres.

This area should continue to evolve as a primarily low-density single-family residential district with appropriate infrastructure and options for clustering in conjunction with contiguous common areas or conservation easements.

A minimum lot size of 2.5 acres should be established to reflect the existing development pattern and recognize this area as a transition zone from the denser Tesuque Valley and Rural Resort designations to the larger lots of the Foothills designation.

Building envelopes and setbacks should be established on parcels to minimize the visibility of development from the valley floor and Bishop's Lodge Road and to provide a natural buffer between developments.

Structure height up to 26 feet on slopes less than 15% should be permitted with the following conditions:

- Second story area limited to 65% of ground floor footprint.

Structure height on slopes greater than 15% and/or on ridgetops; as regulated per Rio Tesuque Ordinance 2000-13, (see General Provisions, page 45).



TVCP EAST AND WEST RIDGE DISTRICTS

The East and West Ridge Districts are designated for areas associated primarily with contemporary residential subdivisions that were established off the valley floor in the surrounding piñon/juniper covered hills. Most of these subdivisions have covenants covering minimum lot sizes, buildable areas, utility easements, egress and ingress easements, building heights and setbacks. The East Ridge District encompasses approximately 185 acres in the northeast portion of the plan area and abutting the Santa Fe National Forest. The West Ridge District encompasses approximately 1025 acres along the western boundary of the plan area abutting highway US 285.

Uses should continue to be limited to single-family residential development, agricultural related uses and home occupations that are residential in scale.

Gross density for new residential development should reflect the average lot size of approximately 5 acres. Compact residential development in conjunction with contiguous common areas or conservation easements should be encouraged.

Options for clustering involving density transfers should not exceed the gross density of 1 dwelling unit per 5 acres. Design standards and provisions for clustering should be developed and codified as part of the Tesuque Valley Community Zoning District.

Secondary dwelling units should be allowed as a conditional use on lots with 5 acres or more limited to one secondary unit per lot. Design standards and provisions for secondary units should be developed and codified as part of the Tesuque Valley Community Zoning District.

Structure height up to 26 feet on slopes less than 15% should be permitted with the following conditions:

- Second story area limited to 65% of ground floor footprint.

Structure height on slopes greater than 15% and/or on ridgetops; as regulated per Rio Tesuque Ordinance 2000-13, (see General Provisions, page 45).

Building envelopes and setbacks should be established on parcels to provide a natural buffer between developments.

West Ridge District

The West Ridge District encompasses approximately 1025 acres on lands that lie between the Tesuque Valley District and US Highway 285. More than the other districts, properties have major terrain management challenges; slopes are steeper, there is less tree cover and perhaps as a result of erosion there are more exposed sub-soils. Extra care should be given to the planning of driveways and buildable areas in this zone so as to prevent future erosion. Average lot size is approximately 6.7 acres with the majority of lots, 64% being greater than 5 acres.

East Ridge District

The East Ridge District encompasses approximately 185 acres on lands that lie between Griego Hill and the Plan area boundary on the north are similar development pattern, soils and vegetation as the West Ridge but slopes are not as steep. Average lot size is approximately 6.3 acres with the majority of lots, 63% being greater than 5 acres.



TVCP FOOTHILLS DISTRICT

This designation applies to two areas encompassing approximately 420 acres that cover large residential lots located in the foothills which border Santa Fe National Forest. There is less level, buildable area and more sloping terrain. Most of the area has good tree cover, with piñon and juniper trees predominant in the landscape.

Average lot size is approximately 12 acres with 46% of the lots being greater than 10 acres. Many of the residential lots that are less than 10 acres are associated with land set aside as conservation easements or permanent open space. In order to reflect existing development patterns and natural transition area from the valley floor to the Santa Fe National Forest, new land divisions and development should have a maximum density of 1 unit per 10 acres or greater.

Uses should continue to be limited to single-family residential development, agricultural related uses and home occupations that are residential in scale.

Options for clustering involving density transfers should not exceed the gross density of 1 dwelling unit per 10 acres. Design standards and provisions for clustering should be developed and codified as part of the Tesuque Valley Community Zoning District.

Secondary dwelling units should be allowed as a conditional use for on lots with 10 acres or more limited to one secondary unit per lot. Design standards and provisions for secondary units should be developed and codified as part of the Tesuque Valley Community Zoning District.

Structure height up to 26 feet on slopes less than 15% should be permitted with the following conditions:

- Second story area limited to 65% of ground floor footprint.

Structure height on slopes greater than 15% and/or on ridgetops; as regulated per Rio Tesuque Ordinance 2000-13, (see General Provisions, page 45).

Building envelopes and setbacks should be established on parcels to provide a natural buffer between developments.



TVCP RURAL COMMERCIAL OVERLAY

The TVCP Rural Commercial Overlay accommodates the expansion or new development of business, commercial, higher density residential and service-related activities in the Village Core area. It covers properties that are appropriately located and have adequate frontage and access onto public roads with existing capacity to accommodate more intensive development. The intent of the overlay is to supplement standards of the

underlying land use designation for mixed-uses in order to support community goals for economic development, self-sufficiency, sustainability and aging in place while maintaining residential scale and rural character of the plan area.

This category is designated for two different areas:

Area A:

Approx. 17 acres

This area is centrally located and covers lots or portions of lots with established/ historic commercial land uses, and/or frontage on Bishop's Lodge Road and/or Tesuque Village Road within the village core. The area is envisioned to continue as mixed-use village center supporting neighborhood scale retail and commercial uses, community facilities and open space as well as higher density residential development – up to 6 dwelling units per acre. Due to the higher density and intensity of the area, the following improvements are recommended:

- Improved wastewater treatment: This may be in conjunction with a future community wastewater treatment facility, sanitation district or satellite system that serves the elementary school and homes located in the Griego Hill Traditional Village District.
- Shared parking and circulation plan: A shared parking and circulation master plan should be developed so that traffic and parking from existing and new businesses is efficient, organized and limits impacts to surrounding areas.
- Improvements to the RTD Blue Route: A transit stop for the RTD Blue route has recently been established in Area A providing convenient public transit options to and from Santa Fe for plan area residents. Improvements to the transit stop that provide shade and seating are needed and should be addressed as part of the pedestrian circulation plan: See Cars, Bicycles, People beginning on page 25.
- Community Center: See Community Facilities page 60
- Community outdoor space and / or small passive park: See Community Facilities page 60

Area B:

Approx. 9 acres

This area is located along Tesuque Village Road just east of the interchange with US 285 on approximately 9 acres of vacant land that abuts public right-of-way on three sides; Tesuque Village Road on the south and east and Highway US 285 on the west. This area functions as a gateway to Tesuque. As such, future development of the area must be scaled to its rural setting. The area is envisioned to be appropriate for neighborhood-scaled and neighborhood-oriented mixed uses, including commercial offices, live work units, studios, restaurants, retail of primarily locally produced goods, community services, recreation amenities and higher density residential – up to 6 dwelling units per acre. It is not appropriate for travel services, highway oriented development or retail where the majority of goods are not produced locally. It should be noted that there are likely major constraints to development due to steep slopes and a large arroyo cutting through the site. On-site density transfer should be considered for areas primarily left in a natural state.

General Provisions for Areas A & B:

Although this category allows a mixture of land uses, there should be controls intended to minimize or buffer any nuisances caused by new or expanded development.

In order to fit in with surrounding residential development, dimensional standards of underlying designation should be applied except as identified below.

Permitted uses: In addition to those uses allowed by the underlying designation, the following uses should be allowed:

- Neighborhood scaled business, services, commercial establishments including restaurants and community facilities, provided maximum floor area for each establishment does not exceed 5,000 sq. feet.
- Residential uses up to 6 dwelling units per acre

Due to the rural and residential character of the village core and its proximity to both the Tesuque Elementary School and the Rio Tesuque; industrial, manufacturing, processing or storage activities are inappropriate and should be prohibited.



TVCP COMMUNITY FACILITIES OVERLAY

The Tesuque Elementary School, the Tesuque Volunteer Fire Station, the US Post Office and San Ysidro Mission Church are vital community facilities that provide essential services to our rural community. Expansion and redevelopment that meets community needs should be allowed but limited to, (except for school and the fire station), less than 3,000 square feet of gross floor area.

In order to fit in with surrounding residential development, dimensional standards of underlying designation should be applied.



TVCP RURAL RESORT PLANNED DEVELOPMENT DISTRICT

This designation applies to the master planned development district of Bishop's Lodge Resort and Spa and associated residential development of Bishop's Lodge Hills Subdivision and the Villas at Bishop's Lodge Condominiums in the southern portion of the plan area abutting the City of Santa Fe boundary. Bishop's Lodge Ranch, Resort, Hotel and Spa have served as a resort and lodge since 1918. Most recently, this area has been planned, developed and operated in accordance with a master plan that was first approved by Santa Fe County in 1984 and last amended in December of 2002. The process included public hearings before the Board of County Commissioners, the County Development Review Committee as well as the Tesuque Development Review Board. The master plan, as amended and recorded, provides for the development and operation of resort facilities on approximately 93 acres, including lodging facilities, a restaurant, a spa and pool, equestrian facilities and other recreational and resort amenities, as well as approximately 225 acres of open space owned by the resort and used for hiking, mountain biking, horseback riding and similar outdoor recreational activities. The amended master plan also provides for residential development on approximately 136 acres to the east, now known as the Hills and Villas at Bishop's Lodge, which are not a part of the resort.

With respect to the resort property, the amended master plan, as well as final development plans that were approved through a public hearing process and recorded in 2000 and 2002, provide for 144 guest units, resort and recreational facilities, equestrian facilities, and 30,270 square feet of buildings to include guest units, a health and wellness center and pool, a salon, a meeting hall and tack room. Thirty-three of the guest units, as well as the health and wellness facility and the salon, remain to be built.

Development on the resort property has historically occurred on both the east and west sides of Little Tesuque Creek, including various uses on the western side of the creek such as the waste water facilities, parking, equestrian facilities, shipping, receiving and laundry facilities, solid waste storage, a children's activities center, tack room and the resort entrance. Area B of the amended master plan is located west of Little Tesuque Creek and is currently used by resort guests for skeet shooting, horseshoe pitching and evening barbeques. This area has been approved as part of the aforementioned master plan as amended and final development plans for other uses that have yet to be constructed, including a horse paddock, a corral, and a building to include a club room, tack room, swimming pool and hot tub, as well as recreational activities and amenities.

With respect to the residential development of Bishop's Lodge Hills Subdivision and the Villas at Bishop's Lodge Condominiums, the amended master plan, as well as final development plans provides for 48 single family homes, 34 condominiums and common open-space of 136 acres. The gross density of the area is approximately 1.6 acres per unit. As of 2012 all of the condominium units and about half of the single-family residential units were completed.

In accordance with the existing Santa Fe County Land Development Code (1996-10 as amended) as well as the proposed Santa Fe County Sustainable Land Development Code, the Bishop's Lodge is entitled to complete its development, seek amendments and continue its operations, in accordance with the amended master plan and approved final development plans.

This plan supports entitlements associated with the approved master plan and final development plans recorded in 2000 and 2002 and acknowledges a history of planned development and approval process that included extensive public hearings going back to the 1980's. This property has a long and stable history of use as a resort, and it has the entitlements that reflect that history and its intended continuation. The entire area should continue to evolve as a planned development district as a resort and future subdivision should be limited and in accordance with the approved master plan. Approved but yet to be constructed development should continue in accordance with the approved master plan as amended and final development plans.

Any new development, uses or land division **not approved** as part of the master plan as amended and/or final development plan should meet the following objectives:

- The designated open space tracts should remain undeveloped and in their natural state and used for passive recreation only.
- New uses should be compatible with the rural character of Tesuque and be planned and approved holistically as a planned development district.

- Uses that generate excessive traffic and noise particularly at night should be prohibited.
- Minimize impact on any adjacent rural residential or open space lands;
- Meet all county standards for proper installation and operation of water supply and sewage disposal systems, siting requirements determined for proper ingress and egress, buffers, setbacks and terrain management particularly in regards to road gradients and slope.
- No building or other structure should exceed 40 feet in height above finished grade.
- No building or structure should exceed three stories above grade.
- The total number of acres devoted to the built environment (including streets and parking) should not exceed entitlements of the master plan and final development plans approved in 2002,
- Any new retail or service establishments' accessory to the resort and visitor-oriented accommodations should not exceed the intensities identified in the master plan and final development plans approved in 2002,
- Structural expansion of the lodges and accessory uses should not exceed entitlements of the master plan and final development plans approved in 2002.
- Portions of the site that are west of the Little Tesuque Creek should remain substantially undeveloped with the exception of intensities and uses similar to those approved via the approved master plan as amended and final development plans.
- Transfer of development rights from Area B should be considered:
 Area B is located on a distinctive mesa that dramatizes Tesuque's high mountain, scenic setting. This plan supports the consideration of a transfer of development rights in order to preserve existing views from Bishop's Lodge Road and to provide a natural buffer between rural residential development and the resort.

The community would like to see Bishop's Lodge Resort & Spa first and foremost continue as a rural resort. However, over the course of the next 25 years external forces such as market preferences may require new uses be considered in order for establishment to remain viable. New uses, (that are not identified on the approved master plan) should be compatible with the rural character of Tesuque and be planned and approved holistically as a planned development district. Appropriate alternative land uses include:

- Continuum of care facilities, nursing homes, assisted living facilities boarding schools and medical facilities requiring a campus setting.

Historic, Cultural and Natural Resources

The site also hosts important historic, cultural and natural resources that should continue to be preserved and maintained:

- Archbishop Lamy Chapel which is recognized on the National Register of Historic Places.
- Portions of the site associated with the historic acequia irrigated lands and are currently used as gardens and orchards.
- Freshwater marshes along the Little Tesuque which are home to an abundance of vegetation, including highly valued historic cotton trees.

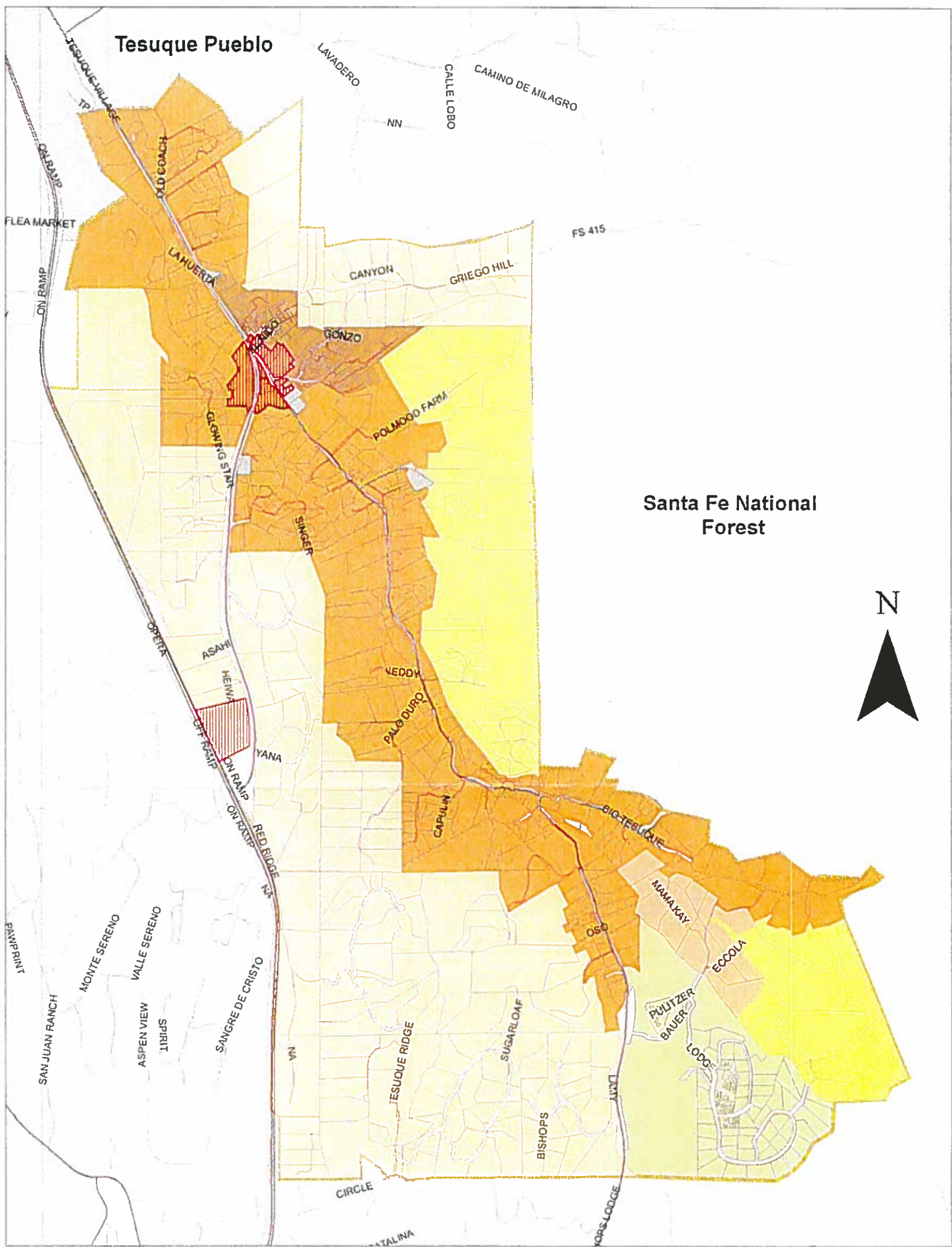
Water & Wastewater

The resort and the residential development are both served by central water and waste water facilities. The resort has an on-property water reclamation system filter and recycles all of their water.

Sustainable Management Practices

This plan supports and encourages the resort's sustainable management practices particularly as they are related to water conservation.

FIGURE 4 FUTURE LAND USE MAP & DESIGNATIONS



- TVCP PLAN AREA BOUNDARY
- TVCP GRIEGO HILL TRADITIONAL VILLAGE
- TVCP VALLEY DISTRICT
- TVCP RESIDENTIAL ESTATE DISTRICT
- TVCP RURAL RESORT PDD
- TVCP EAST RIDGE DISTRICT
- TVCP WEST RIDGE DISTRICT
- TVCP FOOTHILLS DISTRICT
- TVCP COMMUNITY FACILITIES
- TVCP RURAL COMMERCIAL OVERLAY

Tesuque Valley Community Plan 2013 Land Use Map & Designations

GENERAL PROVISIONS

The purpose of the following general provisions is to ensure new development in all land use designations fits in with existing development and contributes to the rural character of the plan area. The provisions are intended to guide future development as well as the regulations and standards to be created as part of the anticipated Tesuque Valley Community Zoning District. Many of the provisions are brought forward from the Santa Fe County Rio Tesuque Valley Community Zoning District Ordinance 2000-03.

DENSITY AND MINIMUM LOT SIZES

New development and land uses should reflect the existing unique character of Tesuque. The existing densities and lot sizes are based on topography and historic patterns and greatly contribute to our rural lifestyles and the ability to enjoy the quiet tranquility of this place. The minimum lot size and gross densities recommended for each land use designation should not be adjusted down when community water and sewer systems are provided except:

- Where density transfers are used to protect sensitive lands or preserve open space or agricultural lands and gross density is maintained.

HOME OCCUPATIONS

Home occupations in Tesuque contribute to making Tesuque a self-sufficient and lively community. Existing home occupations include but are not limited to:

- Bookkeeping services
- Counseling
- Construction company home office
- Consulting businesses
- Photographers studios
- Artists' studios
- Craft production
- Architects offices
- Septic services home office
- Horse boarding services
- Distillers and vintners

Most home occupations in Tesuque are residential in scale and have little impact on their neighbors. Increased traffic from home occupations that have daily deliveries or patron visits is inappropriate due to the narrow roads and the primarily residential and/or agricultural character of the plan area.

Goal: Maintain compatibility between home occupations and neighboring residential uses.

Goal: Ensure that septic systems have the capacity to provide sufficient treatment for all activities on the property.

No-impact and low-impact home occupations should be allowed in all land use designations.

- This plan supports draft regulations/standards for no-impact and low-impact home occupations of the SLDC Public Review Draft Sept 2012. Medium-impact home occupations should only be allowed if daily patron/deliveries are limited to 4 visits a day, or if it is located within the rural commercial overlay, (Appendix B page 77, SLDC Public Review Draft Sept 2012 section 10.6.4- Table 10-1).
- In addition to state requirements for septic inspection at time of sale or transfer of ownership, the County should require that applicants for business licenses and / or home occupations demonstrate sufficient septic treatment capacity either by requiring inspection or self-certification as part of the application and license renewal process.

PRIVATE ROADS AND DRIVEWAYS

Due to the steep slopes and soil types in the plan area road design and construction must be carefully reviewed and monitored. Several recent road projects leading to residential developments have not complied with county regulations or sound engineering practices. In general new developments should design narrow roads and driveways that follow the natural terrain without creating large cut and fill areas; roads should be designed with more natural edges, using shoulders, ditches and grassy swales rather than curb and gutter.

Design standards and regulations should meet or exceed provisions of Santa Fe County Ordinance 2000-13 Rio Tesuque Valley Community Zoning District including references to the Santa Fe County Land Development Code Terrain Management standards and regulations that ensure gradients do not exceed 11% and that the calculation of disturbed area includes area required for site-preparation.

Currently Santa Fe County and the Fire Marshall require 20' wide fire access roads to new residential structures. These roads are appropriate for large subdivisions, but are out of scale for small subdivisions or residences. There is a the need for adequate access to buildings for fire protection, but to make every site accessible by the largest trucks seems impractical and expensive for the homeowner, when there smaller trucks that can be used that require less road width and turn around space. In order to find less impacting solutions for fire access, a provisions need to allow for solutions to be developed for each individual site owner, developer, County and Fire Marshall working in collaboration.

Procedures should be adopted along with appropriate staffing levels to increase County oversight needed to ensure road construction adheres to regulations and design standards.

SECONDARY DWELLING UNITS

To support aging in place, multi-generational family living arrangements and traditional development patterns, secondary dwelling units should be allowed in land use designations as a conditional use limited to one "secondary unit" per lot and conforming to standards and regulations (to be developed as part of future Tesuque Valley Community Zoning District), that control for size, location, relation to primary unit and hook up to advanced septic systems or community wastewater systems.

Zoning recommendations:

- Require that primary dwelling units must be owner –occupied
- Require shared driveways
- Maximum allowable size:
 - 30% of the primary dwelling unit with a maximum allowable size of 1,200 square feet.
 - When primary dwelling unit is less than 1500 square feet, maximum allowable size shall be 500 square feet.

TERRAIN MANAGEMENT, SLOPE & RIDGETOPS

Due to steep slopes, high risks associated with fire and highly valued views that characterize large portions of the plan area, this plan supports regulations and design standards that assure that buildings, roads, driveways, utilities, and other development blend into the natural landscape and conform to the existing natural topography, vegetation, and soils characteristics of Tesuque. The natural form, color, slope, and texture of the hills or mountains should be the dominant feature, not the built environment.

Design standards and regulations should meet or exceed provisions of Santa Fe County Ordinance 2000-13 Rio Tesuque Valley Community Zoning District including references to the Santa Fe County Land Development Code Terrain Management standards and regulations and incorporating standards that help to mitigate fire risk including:

- Prohibiting construction on land where slope is thirty percent (30%) or greater in all circumstances, (See also Fire Safety & Prevention page 58).

FLOODPLAIN

Floodplains are defined by the Federal Emergency Management Agency (FEMA) via their Flood Insurance Rate Maps as lands that are subject to a 1% annual risk of flooding. Santa Fe County Flood Damage Prevention and Stormwater Management Ordinance 2008-10 restricts development in the floodplain. The Santa Fe County floodplain boundaries were recently redrawn during a multi-year planning process. The new boundaries were adopted by the County on October 30, 2012 for the purpose of administering flood damage prevention and stormwater management requirements. For Tesuque, the change in boundaries meant that in some areas the floodplain expanded, in some areas it retracted, and in some areas the hazard level increased or decreased. Some property owners in Tesuque have suggested that their land has been mistakenly identified as part of the floodplain. Those property owners may file a Letter of Map Change with FEMA to revise the Flood Insurance Rate Map. Property owners who demonstrate that their

properties are not in the floodplain will not be subject to the County's flood damage prevention and stormwater management requirements.

- A collective approach to revising the Flood Insurance Rate Map is needed to reduce cost to individual property owners.

INTERCONNECTING SET ASIDES

Design standards and regulations should meet or exceed provisions of Santa Fe County Ordinance 2000-13 Rio Tesuque Valley Community Zoning District:

- Interconnecting set asides and other easements for the preservation of agricultural land, protection of river, arroyos or trail corridors shall interconnect to such sites or potential sites on adjacent properties, as practicable.

DARK NIGHT SKY

Provide regulations for outdoor lighting that will:

- Permit use of outdoor lighting that does not exceed the minimum levels specified in IES recommended practices for nighttime safety, utility, security productivity and enjoyment
- Minimize adverse offsite impacts lighting such as trespass, and obtrusive light.
- Curtail light pollution; reduce sky glow and improve the nighttime environment for astronomy.
- Conserve energy and resources to the greatest extent possible. ((IDA & IESNA), 2013)

LOT COVERAGE

Lot coverage's for residential uses in the plan area vary quite a bit. In general the smaller the lots size the higher the lot coverage. To support the traditional development pattern, rural character and a healthy watershed, regulations for lot coverage should vary with lot size and pertain to permeable surfaces. The following ratios between permeable surfaces and lot area are recommended and should be incorporated into the Tesuque Valley Community Zoning District:

For residential and commercial uses in all land use designations:

- For lots that are less than 12,000 square feet, permeable surface area should not be less than 50% of lot area.
- For lots that are greater than 12,000 square feet and up to 5 acres, permeable surface area should not be less than 80% of lot area.
- For lots that are greater than 5 acres, permeable surface area should not be less than 90% of lot area.

PROTECTION OF RIVER CORRIDORS, STREAMS, ARROYOS AND ACEQUIAS

Design standards and regulations should meet or exceed provisions of Santa Fe County Ordinance 2000-13 Rio Tesuque Valley Community Zoning District:

- Development shall be set back a minimum of fifty feet (50') from the natural edge of the Little Tesuque and the Big Tesuque rivers.

- A minimum of twenty five feet (25') setback is required from the natural edge of all other stream arroyos waterways, drainage ways that may convey a discharge ("Q") of one hundred cubic feet per second (100 cfs) or more, generated by a design storm, (100 year recurrence, 24 hour duration).
- Applications for development within twenty-five feet (25') of an acequia shall be reviewed by the affected acequia association before any Development Permits are issued.

NATURAL LANDSCAPING

Design standards and regulations should meet or exceed provisions of Santa Fe County Ordinance 2000-13 Rio Tesuque Valley Community Zoning District with adjustments to meet fire safety and prevention objectives:

- Native vegetation shall be preserved on development sites and local native plants used for landscape buffers and screening.

NON-CONFORMING USES

Non-conforming uses that are residential in scale and do not negatively impact surrounding properties, traffic flow or water quality, are envisioned to continue "as is". Any proposed development expansions or new uses associated with non-conforming uses should be required to conform to the land use designation recommendations and /or established base zoning district.

Some non-conforming uses have evolved over the years into commercial developments without appropriate oversight of impacts to water quality, adjacent property owners and the community at large. In general they are permitted as "businesses" through approved business licenses but do not have commercial zoning or conditional use permits.

The County in collaboration with the community should identify non-conforming uses that, due to the intensity of use and/or commercial nature of activities, are negatively impacting water quality, traffic flow and/or the surrounding residential properties. These non-conforming land uses should be required, within a reasonable time period after the adoption of the SLDC and Tesuque Community District, to comply with underlying residential zoning, home occupation regulations or seek conditional use permits fulfilling associated approval processes and regulations, including notification requirements, adequate water and wastewater infrastructure, and standards related to access, ingress and egress, fire code regulations and buffering, landscaping and parking standards that eliminate impacts to the surrounding rural residential lands and ground and/or surface water.

ENFORCEMENT

A proactive approach versus a reactive to enforcement is needed to avoid prolonged conflicts between and among properties owners and the County.

Strategy: The Tesuque Valley Community Association will schedule standing quarterly or biannual meetings with Santa Fe County Code Enforcement Division to proactively address code enforcement and educational issues as well as permit application processes.

Strategy: The Tesuque Valley Community Association will apply to the Board of County Commissioners for registration as a Community Organization in order to receive notice and provide recommendations for any discretionary development application, including conditional use permits for medium impact home occupations.



Agriculture, Acequias & Riparian Areas

The farms, orchards, gardens, lush river bosque, tree lined roads and functioning acequia systems provide connections to Tesuque's rural roots. Preserving and enhancing this aspect of the plan area continues to be a priority.

INTRODUCTION

Tesuque's history and contemporary identity are deeply rooted in the traditions and practices surrounding acequias and agriculture lands as well as the riparian areas associated with the river bosque. They help identify Tesuque, support a variety of plants and animals and evoke the village's history. Poorly sited development and the overgrowth of invasive species are threats to the health of acequia irrigated lands and riparian areas.

Programs and incentives are needed to preserve the acequias, restore the riparian areas and encourage the assembly of contiguous land for agriculture and open space.

The plan recommends a three-pronged approach to enhancing opportunities for agriculture production and riparian restoration:

An education-based approach:

Strategy: The Tesuque Valley Community Association will form a Stewardship Committee to educate and work with property owners on establishing conservation and/or agricultural easements on their property.

An interagency and community collaborative approach:

Strategy: Stewardship Committee will work with property owners to implement federal, state, local and tribal initiatives that are actively working to remove or control select invasive species such as elms and tamarisk and regenerate the vegetation native to the bosque and acequia irrigated lands.

An incentive-based zoning approach:

Strategy: Create new zoning incentives and provisions for parcels measuring at least three acres that would allow qualifying lands to receive density bonuses for transfer or compact development in exchange for setting aside a prescribed minimum percentage of their lot area for agriculture production or open space.

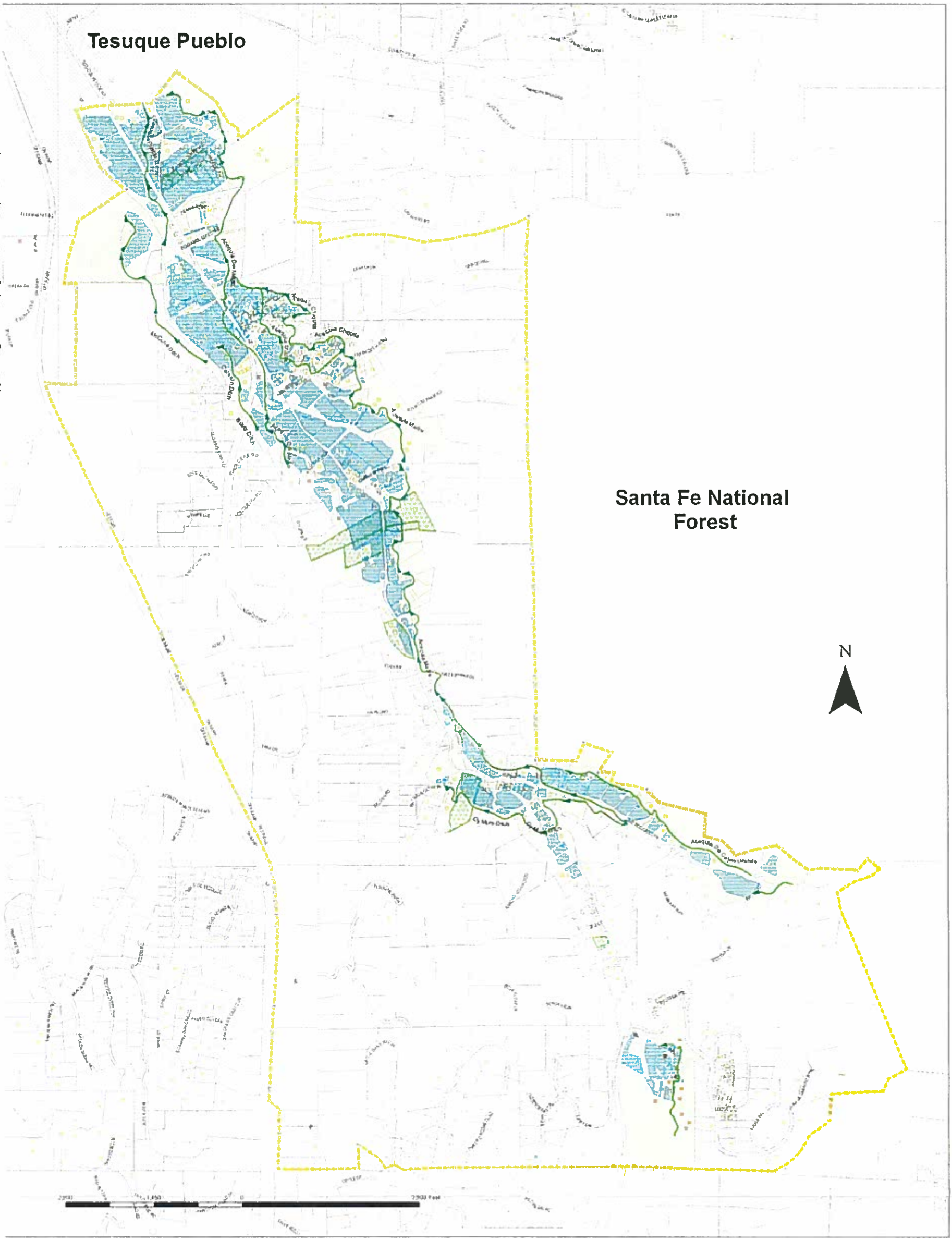


FIGURE 5 AGRICULTURE & ACEQUIA STUDY MAP

- TVCP PLAN AREA BOUNDARY
- Ditches & Acequias Existing & Historic
- Historic Acequia Irrigated Ag Lands
- Cultivation-Classified Property Tax Parcels

Tesuque Valley Community Plan 2013 Agriculture & Acequia Study Map

